

**APPLICATION FOR AN INTEREST REBATE
ADVANCE PAYMENTS PROGRAM (APP)
ALL APPLICATIONS MUST BE RECEIVED**

**BY THE LLG PROGRAM WITHIN 45 DAYS FROM THE DATE OF YOUR FEEDER SCHEDULE
APP ADVANCE PERIOD EXPIRES MARCH 31, 2019**

APPLICANTS MUST BE A MEMBER OF A SASKATCHEWAN FEEDER ASSOCIATION UNDER THE LLG PROGRAM

PART 1 – PRODUCER INFORMATION (As on Birth or Marriage Certificate)						APP #
APPLICATION TYPE (must completely fill-in only ONE circle e.g. ●) ○ INDIVIDUAL ○ CORPORATION						
FEEDER ASSOCIATION NAME						
APPLICANT LAST NAME (for Individual Applicant Type) or CORPORATION NAME (for Corporation Applicant Type)						
APPLICANT FIRST NAME (for Individual Applicant Type) or CONTACT NAME (for Corporation Applicant Type)					MIDDLE NAME	
PO BOX NUMBER (e.g. 1234) OR OTHER MAILING ADDRESS (civic, rural route, stn, site, box, etc.)						
CITY/TOWN					PROV	POSTAL CODE
HOME PHONE NUMBER		WORK PHONE NUMBER		CELL PHONE NUMBER		BUSINESS/GST NUMBER
EMAIL ADDRESS				DATE OF BIRTH (YYYY /MM /DD)		
Basic Corporation Information (to be completed for corporations only) List all Shareholders (if more than two please attach separately).						
APP ID	First Name	Last Name	Full Address Required	Phone Number	Date of Birth (yyyy/mm/dd)	Percent Interest in Operation
						%
						%
						%
1.2 DECLARATION OF BANKRUPTCY						
<input type="checkbox"/> Have you or any of shareholders in the Corporation/Cooperative/Partnership declared bankruptcy within the past 7 years? <input type="checkbox"/> Are you or any of your the shareholders in the Corporation/Cooperative/Partnership seeking financial protection from creditors?						
Name of Shareholder/Member/Partner who declared bankruptcy				Name of Shareholder/Member/Partner who declared bankruptcy		
1.3 DECLARATION OF APP ADVANCE(S) RECEIVED FROM OTHER PRODUCER ORGANIZATIONS						
<input type="checkbox"/> Do any shareholders in the Corporation/Cooperative/Partnership have an outstanding advance with another APP Administrator? <input type="checkbox"/> Have any of the shareholders in the Corporation/Cooperative/Partnership been in default with an APP Administrator?						
Name of Shareholder/Member/Partner	Name of APP Administrator	Commodity Type	Program Year	Amount of Advance Received		
			20			
			20			
			20			
PART 2 – LIVESTOCK INFORMATION PERTAINING TO THE APP						
Producer request for an interest rebate on Livestock. INTEREST WILL BE REBATED WHEN LOAN IS PAID IN FULL.						
Date of Schedule	Schedule #	# of Cattle on Schedule	Loan Amount on Schedule	Finished Weight <1250 or >1250	Amount of Eligible Advance for interest rebate (office use only)	

PART 3 – RELATED PRODUCERS

Do you have a related producer?(circle one) **YES NO** If **YES** Name: _____ Relationship: _____

- Producers are related if they do not deal with each other at arm’s length.
- In the absence of proof to the contrary, producers are presumed to be related to another producer in any of the following circumstances:
 - One of the producers is the spouse or common-law partner of the other producer;
 - One of the producers owns at least 25 percent of the voting shares of the other producer;
 - One of the producers owns at least 25 percent of the voting shares of a corporation that directly or through any other corporation owns 25 percent of the voting shares of the other producer;
 - One of the producers is entitled to 25 percent or more of the profits or revenues of the other producer;
 - The producer shares any management and administrative services, equipment, facilities or overhead expenses of a farming operation with the other producer, but is not in partnership with that other producer; or
 - Any other circumstances set out in the *Agricultural Marketing Programs Act (AMPA)*.
- Relatedness affects the applicant’s eligibility to receive an advance, as well as the amount of an advance.
- If you answer “yes” to question 2, you may not be eligible to receive an APP advance, unless you are able to rebut the presumption of relatedness.

1. Has a related producer applied for an APP advance and/or has an outstanding advance from a previous APP program year? YES NO
2. Is any related producer ineligible as a result of a default under APP, SCAP, ESCAP, or LLG? YES NO

PART 3.1 - RELATED PRODUCER DECLARATION

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

Name of the related producers that received an advance	APP ID	Name of administrator who issued the advance	Program year (yyyy)

PART 3.2 - REBUTTAL OF RELATEDNESS BETWEEN INDIVIDUAL PRODUCERS

- Answer the questions below for each related producer listed in section 4.1.
- If you responded “no” to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question.
- If you responded “yes” to **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.
- Attach a separate sheet if required.

1. Name of the related producer that received an advance:

ADDRESS	DATE OF BIRTH (YYYY/ MM/ DD)		
a. You and the related producer file separate tax returns and/or produce separate financial statements.		YES	NO
b. You and the related producer are not employees or do not act as agents of the other.		YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.		YES	NO

2. Name of the related producer that received an advance:

ADDRESS	DATE OF BIRTH (YYYY/ MM/ DD)		
a. You and the related producer file separate tax returns and/or produce separate financial statements.		YES	NO
b. You and the related producer are not employees or do not act as agents of the other.		YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.		YES	NO

PART 4 - DECLARATION OF THE APPLICANT

- As it applies:
 - I am applying as an individual for an advance payment pursuant to the Advance Payments Program (APP); or
 - I am applying, on behalf of the Corporation which I represent, for an advance payment pursuant to the APP.
- I am at least 18 years of age, a Canadian Citizen, and a Saskatchewan resident.
 - All Shareholders of the Corporation are at least 18 years of age, a Canadian Citizen, and a Saskatchewan resident.
- I am the Producer of the Agricultural Product for which this Application is made.
 - I, one of the Partners/Shareholders/Members/Authorized Officer, am of the age of majority and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- No person other than the Administrator has any interest in, or rights to the Livestock with respect to which this Application is made.
- 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 in Part 3 section 3.1 all other farming operations and corporations carrying on farm operations in which I have an interest.
- Neither I, the Corporation or any of the Shareholders listed in this application, nor any of the farming operations listed in section 3.1 of this Application and Repayment Agreement are in default under any Repayment Agreement pursuant to the *Advance Payments for Crops Act (APCA)*, the *Prairie Grain Advance Payments Act (PGAPA)*, the *Spring Credit Advance Program (SCAP)*, the *Enhanced Spring Credit Advance Program (ESCAP)*, the *Agricultural Marketing Programs Act (AMPA)* or the interest rebate program for the Livestock Loan Guarantee Program (LLG).
- I or the Corporation that I represent is not ineligible under a Repayment Agreement made pursuant to the *Agricultural Marketing Programs Act (AMPA)*, the *Spring Credit Advance Program (SCAP)* or the *Enhanced Spring Credit Advance Program (ESCAP)*, or the interest rebate program for the Livestock Loan Guarantee Program (LLG).
- I or the Corporation that I represent have sufficient Livestock in inventory to justify the amount advanced as outlined in Part 2 of this Application.

- 9) I and the Shareholders of the Corporation, as applicable, agree that a credit check and an inspection of the Livestock may be performed at any time while the advance is outstanding.
- 10) I acknowledge that, in the event of a default, I 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.
- 11) I and the Shareholders of the Corporation, as applicable, declare that this Application is consistent with the purpose of the Program.
- 12) I and the Shareholders of the Corporation, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 13) I and the Shareholders of the Corporation, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation that I represent, ineligible for receiving an interest payment under the Program.
- 14) I and the Shareholders of the Corporation, as applicable, authorize Saskatchewan Ministry of Agriculture (SMA) that receives this form to share the information collected in the form with the Minister of Agriculture and Agri-Food Canada for the purposes of administering the APP under agreement with SMA, pursuant to the *Agricultural Marketing Programs Act*.
- 15) I and the Shareholders of the Corporation, as applicable, authorize the Minister of Agriculture and Agri-Food Canada to share the information with the Livestock Loan Guarantee Program (LLG) for the purpose of administering the APP and the LLG Program.
- 16) I and the Shareholders of the Corporation, as applicable, authorize the Minister of Agriculture and Agri-Food Canada to share any additional information that you provide as your application is processed with lending institutions and the parties mentioned below for the purposes of determining eligibility.
- 17) I and the Shareholders of the Corporation, as applicable, authorize the Feeder Associations, the LLG Program, SMA and the Department of Agriculture and Agri-Food Canada (AAFC) (the "parties") to collect the information in this form and all information in conjunction with the application and related documents for a loan under the LLG Program and to use the information to administer the LLG Program or the APP (the "Programs"). The information will also be used for the purposes of verifying the Program entitlements, verification with third parties of any information provided by you, verification, assignment and realization of security and may be shared with financial institutions for these purposes.
- 18) I and the Shareholders of the Corporation, as applicable, have read all the Terms and Conditions which are attached to and form part of this Application and I agree to comply with such terms and conditions.
- 19) If I am or any of the Shareholders is, as applicable, a former public office holder, public servant or Member of the House of Commons, I am not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 20) I declare that I, or the Shareholders of the Corporation, as applicable: have not recently filed a notice of intention to make a proposal or made a proposal under the Bankruptcy and Insolvency Act; are not subject to a receiving order under that act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.
- 21) I declare that in the case of livestock, it is of marketable quality and will remain so until disposed of in accordance with the repayment agreement.
- 22) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first reduce the portion on which the Minister pays the interest.

PART 5 – TERMS AND CONDITIONS OF THE REPAYMENT AGREEMENT

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

- 1.0 Important Terms
 - 1.1 "Producer" means the individual or Corporation identified in Part 1 of this Program Application.
 - 1.2 "AAFC" means Agriculture and Agri-Food Canada.
 - 1.3 "Administrator" means the Livestock Loan Guarantee (LLG) Program or its authorized agents.
 - 1.4 "Terms and Conditions" means the content of Part 5 of this application.
 - 1.5 "Repayment Agreement" means the completed Program Application, including these Terms and Conditions, and any agreement signed under the LLG Program signed by the Producer and an authorized representative of the Administrator.
 - 1.6 "AMPA" means *Agricultural Marketing Programs Act*.
 - 1.7 "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
 - 1.8 "APP" means the Advance Payments Program.
 - 1.9 "SCAP" means the Spring Credit Advance Program.
 - 1.10 "ESCAP" means the Enhanced Spring Credit Advance Program.
 - 1.11 "Her Majesty" means Her Majesty the Queen in Right of Canada.
 - 1.12 "Feeder Association" means an agent of the Administrator expressly authorized to act on behalf of the Administrator for the purposes of delivering the APP.
 - 1.13 "LLG Program" means the provincial guarantee program in which the Producer participates and that is supplemented by the APP in accordance to this agreement.
 - 1.14 "Agriculture Product" means the Livestock that are listed in Part 2 of this Application.
 - 1.15 "Advance on Agriculture Product" means the amount received pursuant to the LLG Program based on eligible Livestock that the producer has in storage but which does not exceed the eligible advance.
 - 1.16 "Advance Rate" means the rate of issuance applicable to advances issued prior to March 31, 2019.
 - 1.17 "Eligible Advance" means the advance the producer is entitled to under APP as calculated in the Application for Interest rebate.
 - 1.18 "Production period" means April 1, 2018, to March 31, 2020.
- 2.0 Issuance of the Advance
 - 2.1 Agriculture and Agri-Food Canada will set the advance rate by way of agreement with the Administrator and only those eligible amounts will be entitled for interest reimbursement. Under the *Agricultural Marketing Programs Act* (AMPA) the Minister of Agriculture and Agri-Food will set the Advance rate up to 50 per cent of the expected selling price.
 - 2.2 The Producer, and any related producers, are only entitled to receive the \$100,000 interest-free entitlement under the APP once during the production period. **The current production period ends March 31, 2020 after which Agriculture and Agri-food Canada will not continue to pay interest on any outstanding amounts.**
 - 2.3 Based on the information provided by the Producer in the Repayment Agreement, the Administrator shall calculate the Eligible Advance (amount for interest-free provision) in accordance with this Application, and calculate the Producer's interest-free entitlement under the APP.
- 3.0 Repayment of the Advance
 - 3.1 The Producer shall repay the amount of the advance by repaying the loan(s) under the LLG Program by selling the cattle as per the terms of the Feeder Agreement and any extension granted. Interest rebate calculation will end on or before March 31, 2020 regardless of extensions.
 - 3.2 The Producer agrees that the proceeds from the first sales of the cattle will be applied against the eligible amounts for interest reimbursement before applying the proceeds against other non-eligible amounts.
 - 3.3 The Producer will be eligible for rebate of interest after the eligible advance is repaid in full, as per terms and conditions of the feeder schedule and within the APP.
 - 3.4 The Producer agrees the minimum repayment rate will be the Advance Rate per Head at the time the advance was issued. The producer can repay at a higher rate not exceeding actual sales.
- 4.0 Interest Rate
 - 4.1 In compliance with AMPA and this Repayment Agreement, the interest rate that Agriculture and Agri-Food Canada will pay cannot exceed the prime rate minus 0.25 per cent on an amount below, or equivalent to \$100,000.
- 5.0 General Provisions
 - 5.1 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.
 - 5.2 This Repayment Agreement shall be interpreted in accordance with the laws of the province of Saskatchewan, Canada.
 - 5.3 This Application, including these Terms and Conditions, are meant to complement the agreements under the LLG Program in order to qualify as a Repayment Agreement pursuant to AMPA. All parties herein agree that should there be any discrepancies between this application and the AMPA and its regulations, the AMPA and its regulations will supersede this application.

- 5.4 Whenever the singular or masculine is used throughout this Repayment Agreement, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 5.5 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.
- 5.6 This Repayment Agreement shall not terminate by reason of death or disability of the Producer, but shall continue to be binding upon personal representatives to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Agreement.
- 5.7 The Producer agrees to provide the Administrator with any information requested by the Administrator to substantiate the statements made within this application to further satisfy eligibility requirements. Failure to provide such documentation as requested by the Administrator, may result in a rejection of the application or in being declared in default if the advance has been issued.
- 5.8 Where the Administrator determines that the Producer is insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the Bankruptcy and Insolvency Act or is seeking protection under any other insolvency or bankruptcy related statute such as the Companies' Creditors Arrangement Act and the Farm Debt Mediation Act or in default under the LLG Program the Producer's application must be rejected.
- 5.9 The Producer is in default under the LLG program if the producer sells or otherwise disposes of cattle purchased with the loan without making arrangements for repayment of the loan, files a notice of intention to make a proposal or makes a proposal under the *Bankruptcy and Insolvency Act*, is the subject to a receiving order under the ACT, becomes bankrupt or seeks protection under any other insolvency or bankruptcy related statute.
- 5.10 The Producer will be considered ineligible for further interest payments under the APP for a 12 month period starting from the time the full amount of the loan(s) and interest have been repaid in full.
- 5.11 The Producer agrees to the collection of the information by the Administrator for purposes as described and agrees that the producer will repay any amounts paid on the producer's

I, (Name of Applicant or Signing Officer) _____, hereby declare that the information provided in this Application is true and accurate based on my knowledge at the time of the application.

Signature of Applicant or Signing Officer _____ Date _____ (Before March 31, 2019)

Signature of Witness _____ Date _____
(Must not be a relative)

ADMINISTRATION FEE: PLEASE NOTE THAT THERE WILL BE A YEARLY \$125.00 FEE DEDUCTED BY YOUR FEEDER CO-OP FROM YOUR REBATE PAYMENT.

NOTICE - PRIVACY

The information provided to the Saskatchewan Livestock Loan Guarantee Program, Saskatchewan Ministry of Agriculture, and the Feeder Association that receives this form is subject to the provincial *Freedom of Information and Protection of Privacy Act* (FIPPA) or, the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA), as applicable. Individuals may review their personal information, for accuracy at any time with the parties holding the information. To access your information, please call or write to the contact of the Feeder Association to which you provided the information or the Livestock Loan Guarantee Program, as applicable.

The information on this form is collected under the authority of section 10 of the *Agriculture Marketing Programs Act* (AMPA). Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the *Privacy Act*. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140.

Make sure to:

- Read the Declaration section.
 - Complete the Applicant Information (Part 1).
 - Complete Agriculture Product Information (Part 2).
 - Declare any advances taken between April 1, 2018, and March 31, 2019, even if you have already paid it off. Includes: Canadian Canola Growers Association, Western Cash Advance Program Inc., and any other Advance Payments Program advances which may have been taken (Part 1 Section 1.3).
 - Complete the Related Producer Information (Part 3).
 - Sign and Date your application.
 - Have a witness sign and date your application.
 - Completely fill in all blanks including Association name.
- ❖ Once your application is received and processed, you will receive an approval letter. The amount on the letter may be different than your advance. This is correct. There is a cap on the price that is covered per animal.

FOR LLG INTERNAL USE ONLY

Mail to: Livestock Loan Guarantee Program
329 3085 Albert Street
REGINA SK S4S 0B1

Submit your completed application by March 31, 2019.

For more information, please call 1-866-457-2377.

\$ _____
Previous advances taken by you or related producers under Part 3

(For office use only)
_____ = \$ _____
+ eligible amount TOTAL OF ALL \$

Application approved Application not approved Approved advance: \$ _____

Authorized Administrator Signature: _____ Date: _____