ACC
Agricultural Credit Corporation
Société du crédit agricole

Ontario

2027 COMMODITY LOAN APPLICATION

Toll Free: 1-888-278-8807 ♦ Fax: 519-800-1324 ♦ Email: advance@agcreditcorp.ca

*Section 1. BORROWER'S BASIC INFORMATION

*ACC Customer ☐ Yes ☐ No	*ACC Customer #	* ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Cooperative	*CRA Business Number (9 digits)

*Where did you most recently hear about the Commodity Loan Program (CLP)? _____

If Sole Proprietor:

*First Name (as on identification):	Middle Name	*Last Name (Legal name as on identification):	Alias (Preferred Name):	*Date of Birth (yyyy/mm/dd)

If Partnership/Corporation/Cooperative

*Full Legal Name of Business (if Corporation, must be same as submitted Articles of Incorporation):

If using a Trade Name:

Trade Name (if different from Legal Name. Must be same as Master Business Licence)

*Mailing Address

Street/911#	Street Name	RR #	City/Town	Province	Postal Code

Primary Farm Location *(if different from mailing address) – Cannot be PO Box*

Street/911#	Street Name	RR #	City/Town	Province	Postal Code
				Ontario	

Home Phone #	*Business Phone #	Cell Phone #	Fax #	*Email – Primary:

*Preferred Communication Method	* Land owned ☐ Rented ☐ or Both ☐	*Farming since? (year)	Email – Secondary (if applicable):

*Section 2. FINANCIAL INSTITUTION/CREDIT UNION INFORMATION

All Advances (less applicable fees) will be issued by direct deposit. Please notify ACC if any changes to bank account to avoid repayment return charges.
Note: Void cheque / direct deposit form should reflect the same name as on application and (if applicable) Name on Articles of Incorporation.

*Name of Financial Institution:

*Transit/Branch# *Institution # *Bank Account # (Typically 7-12 Digits)

*Bank Contact / Relationship Manager Details:

*Name: _____ *Email: _____ *Phone #: _____ ext #: _____

Section 3. DISCLOSURE CONTACTS (OPTIONAL)

Complete this section if you would like to authorize ACC to share loan information with individuals who are not already borrowers, shareholders, or partners of your business (e.g., family members, farm managers, accountants, etc.).

Name	Relationship / Title	Phone #	Email

Section 4. DECLARATION OF SECURITY

1. You acknowledge that the administration fee for this program is $1,000 for the 2027 program year.

2. You agree that ACC shall hold and maintain a first-ranking position on any lien or registered security interest in the agricultural commodities on this application and/or business risk management program (production insurance) used to secure said commodities.

3. You continuously own and market all the Agricultural Products being applied for (i.e. all proceeds of sales belong to you).

4. You certify that the Producer applicant and/or shareholders/members of the business, if applicable:
   - Have not filed for bankruptcy or consumer proposal in the last 7 years, or
   - Are not currently filing for Farm Debt Mediation and/or Companies Creditors Arrangement, or
   - Are not currently seeking financial protection from other creditors.

5. **Check if applicable:** ☐ The Producer Applicant and/or any related entity or guarantor is currently a party to a claim, dispute, or lawsuit.
   If checked, additional information may be requested during the application review process.

6. **Production Insurance (PI) Assignment:** You understand that ACC will take an assignment on your Production Insurance for all commodities being applied for on this application, and that claims made on this program will be forwarded to ACC to repay some or all of your loan advance until the advance is fully repaid.

Agricorp ID#:
A_____

More details on security interest and BRM assignments can be found under Terms & Conditions clause 4.0f.

I declare that the information, statements, certifications, and acknowledgements in Section 4 above are true, complete, and accurate to the best of my knowledge as of the date I sign this application.

Producer's Signature

(Required from only one authorized individual holding 25% or more ownership, or one authorized signatory).

Section 5. REQUESTED LOAN ADVANCE AMOUNT

☐ **(option 1)** Issue **maximum possible eligible funds.** *(Annual program limit is $750,000).*

☐ **(option 2)** Issue **eligible amount** up to a **maximum of $** _____.

Section 6. COMMODITY DECLARATION & CALCULATION WORKSHEET

Agricultural Product	Intended Seeded Acreage/ Actual Quantity	Guaranteed production PER ACRE (if planted annually) OR TOTAL annual production (if perennial)	Units of Measure

If you would like to specify how your total funds are allocated between your commodities, please provide details here:
Otherwise, ACC will allocate based on eligibility.

If applying for Spring Commodities prior to April 2027, requested funding release date: _____ *(either immediate funding, or a specific date)*

Eligible advance amounts will be calculated based on information above and current advance rates (available at www.agcreditcorp.ca).
Production details above may be updated by ACC based on reporting received in Production Insurance assignments.

*Name of Producer / Applicant reflected on pg. 1 of Application:

*If PARTNERSHIP, CORPORATION, OR COOPERATIVE:

All individuals/shareholders/partners/members who have an interest in the Partnership, Corporation, or Cooperative, are listed below.

Full Legal Name (first, middle, last) or Company Name	Alias	Complete Mailing Address	Phone #	Email Address	Date of Birth (yyyy/mm/dd)	Interest/ Share %
						%
						%
						%
						%
						%
						%
						%
						%

NOTE: An alternate party must act as Guarantor ("Alternate Guarantor") if the applying Producer is a corporation that is owned through voting shares directly or indirectly, either partially or wholly, by a Trust or Estate.

An Alternate Guarantor must be an individual, group of individuals or financial institution that is willing and has the financial collateral necessary to guarantee the full advance until it is repaid, approved by ACC, and who agrees in writing to be liable for the full amount of the advance as per the guarantee obligations below. The Alternate Guarantor must be resident in the province in which the Producer operates. In determining whether there is sufficient financial collateral, an alternate guarantor that is an individual or group of individuals must have a positive balance sheet(s) and some combination of cash, securities, guaranteed income certificates (GICs), mutual funds, bonds and/or stocks that is sufficient to cover the value of the advance until it is fully repaid.

If the Alternate Guarantor is in agreement, please complete the following information in order to permit ACC to collect and obtain information in accordance with the Privacy & Consent terms in the Terms and Conditions attached hereto.

COMPLETE IF CORPORATE STRUCTURE INCLUDES A TRUST OR ESTATE. OTHERWISE, NOT REQUIRED.

Alternate Guarantor Information

Full Legal Name of Alternate Guarantor			Date of Birth (yyyy/mm/dd)
Address	City	Province	Postal Code
Phone #	Fax #	Email	

Relationship to Producer:

☐ Spouse ☐ Parent ☐ Sibling ☐ Other (if other, specify):_____

This Guarantee shall be construed in accordance with the laws of the Province of Ontario.

In consideration of $1.00 (the receipt of which is hereby acknowledged and accepted) and in order to induce ACC to extend credit facilities to the Producer(s), the undersigned, together with successors and assigns (collectively or individually the "Guarantor") hereby guarantee the obligations and repayment of any advances, but not to exceed $750,000 at any given time, plus interest, and any costs incurred by ACC to recover the outstanding amount, including ACC collection costs, legal costs such as costs relating to attorneys, paralegals, legal expenses, expenses for bankruptcy, post-judgement, appeals, court costs, in addition to all other amounts permitted by law and approved by the Minister on a full indemnity basis, hereunder given by, or to, the Producer(s), now or in the future.

The Guarantor shall be considered as primarily liable to ACC and the Ontario Minister of Agriculture, Food and Agribusiness. It is hereby acknowledged and agreed that the liability hereunder shall not be limited or reduced by any variation in or departure from the provisions of this Application and Producer Loan Agreement, nor by ACC or the Ontario Minister of Agriculture, Food and Agribusiness, granting time, taking or giving up security, accepting proposals or granting releases or discharges or otherwise dealing with the outstanding amounts owing. Neither ACC nor the Ontario Minister of Agriculture, Food and Agribusiness shall be bound to exhaust their recourse against the Producer(s) or against any other person or persons before enforcing its rights against the Guarantor.

The Guarantor(s) agree(s) that this Guarantee shall be binding upon the undersigned Guarantor(s), collectively or individually. The Guarantor(s) acknowledge(s) that consideration has been given.

No alteration or waiver of this guarantee or any of its Terms or Conditions shall be binding on ACC, unless expressly made in writing of the Guarantor's intent to limit this guarantee, in which notice received will only affect subsequent advances after the written notice has been received and acknowledged by Agricultural Credit Corporation.

Should the Producer's legal business structure or the Commodity Loan Program change, this loan agreement shall not terminate. ACC shall obtain a written Amendment to this loan agreement to be acknowledged and signed by the Guarantor(s), collectively or individually.

An Alternate Guarantor, or all Individuals/Shareholders/Partners/Members regardless of the percentage of voting shares that he/she owns in the business, must agree to be 100% personally liable for the advance and must date, print and sign this document.

The undersigned hereby confirms and agrees that I/We has/have read, understood and agrees to be bound by the Terms and Conditions of this Guarantee. Furthermore, by signing this document, I/We further understand and agree that action may be taken against me personally until full repayment of the default debt and applicable costs, and that my/our liability to ACC is unconditional and absolute.

I/We being an authorized individual, Shareholder, Partner, Member of the Sole Proprietor/Partnership/Corporation/Cooperative, or Alternate Guarantor, as the case may be, hereunto set my/our hand and seal.

Signature Requirements (Page 4)		
Signatures required from all individuals/shareholders/partners with interest in the operation, regardless of operation type.		
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**
Signature	**(Please Print Name)**	**Date**

This Agreement may be executed by the parties hereto in separate counterparts, including by way of facsimile or electronic signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Agricultural Credit Corporation
Société du crédit agricole

COMPLETION REQUIRED ANNUALLY

DECLARATION OF PRODUCER, BUSINESS RISK MANAGEMENT ASSIGNMENT & PRODUCER LOAN AGREEMENT

*Name of Producer / Applicant:

I /We, being an Authorized Officer to legally bind the business (Sole Proprietor/Partnership/Corporation/Cooperative), as the case may be, acknowledge and certify that I/we have received the entire Application and Producer Loan Agreement (page 1- 13) which includes the Producer's Declarations, Terms and Conditions, Privacy and Consent Disclosure, Security Assignment Agreement, Priority Agreement, attached hereto. I/We declare that the information completed in the entire Application and Producer Loan Agreement is true and accurate. This Application & Producer Loan Agreement shall be construed in accordance with the laws of the province/territory where the Producer's operate. This Agreement may be executed by the parties hereto in separate counterparts, including by way of facsimile or electronic signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

This Agreement which includes the Business Risk Management Assignment Agreement is for all proceeds, payable to the Assignor under the BRM Program name and is being used to secure Advances issued under the Producer Loan Agreement (i.e. CLP Application) between the Producer(s) and the Administrator and pursuant to the Commodity Loan Program and the Order-In-Council through the Government of Ontario.

As indicated on page 2 under the Application & Producer Loan Agreement, the Assignor hereby transfers, assigns any indemnity and sets over to ACC all of his/her/their right, title and interest in the proceeds to be received from the Production Insurance Program for the current Program Year, and/or in the proceeds to be received from the AgriStability Program in the current year and all future years until such a time as the loan Advance for which this BRM Program is used as security has been paid in full, and a liability to ACC no longer exists and the security is released by ACC.

I/We further acknowledge, understand, and agree that the signing/execution, as directed below evidences my/our understanding and agreement to be bound by all the terms and conditions and comply with such terms and conditions set out in the Application and Producer Loan Agreement, including repaying the advance plus interest and all related costs on a full indemnity basis. I/We agree that the application instructions, priority agreement, and all relevant attachments form part of this contract.

Signature Requirements (Page 5)

- **Sole Proprietorships:** one Authorized Signature is required.
- **Partnerships:** All Partners must sign.
- **Corporations/Cooperatives:** At least one Shareholder/Member with Minimum of 25% Ownership must sign.

Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date
Signature	(Please Print Name)	Date

FOR ACC USE ONLY- APPROVER SIGNATURE

Loan reviewed and approved by: _____ (Printed Name) **Approval Date:** _____

Signature of approver: _____

SUPPORTING DOCUMENTS FOR YOUR APPLICATION

Loan Application (annually)

- ☐ Verify all sections completely filled and signed on pages 4 & 5 by all parties
- ☐ Return to ACC pages 1-5

Insurance/Security Documents

☐ Production/Crop Insurance

- **New Applicants** → If you have never previously applied with ACC and you are applying for spring crops prior to April 2026, we will require one of the following documents for review:
  - (1) confirmation of enrollment in Production Insurance for the current program year, OR
  - (2) previous year Underwriting summary

- **Existing Applicants** → No supporting documents are typically required, as ACC will obtain coverage details on crops being applied for directly from Agricorp. However, ACC may request additional information if required for processing.

For all NEW APPLICANTS, or if there is a CHANGE to any of the below:

☐ Proof of Canadian Citizenship.

- **Includes:** Driver's License, Passport, Birth Certificate, Permanent Residency Card, or Citizenship Card
- In the case of Partnerships, Corporations, or Cooperatives, ID must be provided for each shareholder/partner.
- Proof of Canadian Citizenship required for all alternate guarantors, and/or for trustees if a trust is in corporate structure.

☐ Proof of Address

- **Includes:** Driver's License, Insurance document(s), Piece of mail with name/address
- Proof of address is required for first time applicants, or if there are changes to mailing address, email address, or bank account.

☐ Void Cheque

- Note: proof of ID & address required if changing bank account from a previous year.

☐ Corporate Documents

- Articles of Incorporation
- Articles of Amendment (if applicable)
- Shareholders' register

☐ Financial Statements or Income Tax

- Alternate guarantors must send most recent income tax return or financial statement.
- ACC may also request Financial Statements or Income Tax during processing if required.

☐ Trust or Estate Documents

If applying as a corporation owned partially or wholly by a trust or estate, send:

- Trust Agreement (for trusts)
- Legal Will and Death Certificate (for estates)
- Contact details (name, birth date, mailing address, phone number, email address) for trustees/estate executors/estate administrators and beneficiaries.
- IDs for trustees

ACC
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Ontario

COMMODITY LOAN PROGRAM (CLP)
PRODUCER LOAN AGREEMENT

2027

Terms and Conditions

In consideration of ACC granting an Eligible Advance pursuant to the provisions of the CLP, the parties hereunto agree as follows:

1.0 Important Terms

"ACC" or "Administrator" means Agricultural Credit Corporation (ACC), which the Minister has designated as being responsible for administering the Commodity Loan Program (CLP);

"Producer Loan Agreement" or "Producer Loan" means a loan by the Administrator to an Eligible Producer in accordance with the requirements of the current Order-In-Council (OIC), and the Program Guidelines so that the Producer can purchase Crop Input Supplies for the purpose of producing Eligible Commodities;

"Producer Loan Agreement or Producer Loan Agreement" means the completed Program Application, all Appendices forming part thereof and all Amendments thereto including these Terms and Conditions upon which the Administrator will provide a Producer Loan to a Producer;

"Producer Loan Credit Review" under the Commodity Loan Program, means a review of the Applicant's creditworthiness and includes the following:

- A check of the Administrator's own records in respect of the Applicant;
- Searches under the *Personal Property Security Act* and the *Bank Act (Canada)*;
- Loan history under the *Agricultural Marketing Programs Act (Canada);*
- A check with one or more reputable credit rating agencies;
- A check with at least one credit reference provided by Farm Credit Canada, or successor entity, or the Applicant's bank, credit union, cause populaire or trust company licensed to carry on business in Ontario or another province of Canada as a lender of money;
- Any information provided by the Applicant's Input Supplier as a credit reference, or any information provided by the Ministry regarding any money owing to the Crown; and
- Any other requirements set out under the Program Guidelines;

"Advance Rate" means the rate as set out in ACC's Product & Rate List and used in the Calculation Worksheets for calculating Eligible Advances issued. The Advance Rate represents 75% of the expected average price per production unit. The Minister may re-adjust, from time to time, the average price during the production period; any subsequent request for an advance will be issued based on the new advance rate, if applicable;

"Agricorp" means the corporation established by the *Agricorp Act*, 1996, S. O. 1996, c. 17, its successors and assigns;

"Alternate Guarantor" means an individual, group of individuals or financial institution that is willing and has the financial collateral necessary to guarantee the full advance until it is repaid and who agrees in writing to be liable for the full amount of the advance. An alternate guarantee must be legally binding in the province in which the producer operates. The financial institution must meet the definition in Section 2 of the Bank Act, or be another legal entity that is designated by the Minister of Finance. A letter of guarantee from a producer's financial institution can be used as security of an advance;

"**Applicant**" means a Person that is in the business of producing one or more Eligible Commodities and has applied to the Administrator for a Producer Loan;

"**Business Risk Management Program**" means those Programs set out in this Program Guidelines;

"Calculation Worksheets" means the templates used to calculate the Eligible Advance;

"CLP" means the Commodity Loan Guarantee Program established by Ministry of Agriculture, Food and Agribusiness for the Province of Ontario (OMAFA) and administered by ACC;

"**Contingency Fund**" means a fund in which the Administrator deposits the Producer Contribution into and is established to cover losses arising from any defaults in payment of the monies loaned by ACC pursuant to the Commodity Loan Program;

"**Crop Input Supplies**" means supplies and services that are normally associated with the production of crops, including premiums paid for Production Insurance, provided those supplies are not capital in nature;

"**Crown**" means His Majesty the King in Right of Ontario;

"**Eligible Commodities**" or **"Agricultural Products"** means corn, soybeans, canola, wheat, barley, oats, mixed grains, potatoes, vegetables for processing, seed corn or any other commodity set out in OMAFA's Program Guidelines found on their internet site;

"**GSA**" means a general security agreement;

"Fees" shall be the fee to be paid by the Producer that is to be deducted from the Loan as more particularly detailed under "Fees" in the Terms and Conditions of this Application;

"**Minister**" means the Ontario Minister of Agriculture, Food and Agribusinessor such other Minister who may be designated from time to time as the responsible Minister in relation to the *Ministry of Agriculture, Food and Rural Affairs Act*, *1990*, and/or the *Protecting Ontario's Food Independence Act, 2026 (Bill 109),* and/or the Program (as the case may be) in accordance with the Executive Council Actor any other *Act* of the Legislature that allows another Minister to be designated as the responsible Minister, unless the context indicates otherwise;

"OMAFA" means the Ministry of Agriculture, Food and Agribusiness for the Province of Ontario;
"PAD" means Pre-Authorized Debit;
"**PMSI**" means a purchase-money security interest under the *Personal Property Security Act;*
"Producer" means a Person that is in the business of producing one or more Eligible Commodities, meets all the requirements set out in the Terms and Conditions and has been issued a Producer Loan by the Administrator;
"Producer Contingency Fund" means a fund in which ACC deposits the Producer Contribution of 0.4% in respect of each Producer Loan entered into and is established to cover losses arising from any defaults in payment of the monies loaned by ACC pursuant to the Commodity Loan Program;
"**Proceeds**" means any money, domestic or foreign, money's worth or any other proceeds derived by a Producer, directly or indirectly, from one or more Eligible Commodities;
"**Producer Contingency Contribution**" means the amount of money the Producer pays into the Contingency Fund in respect of each Producer Loan entered into;
"**Producer Holdback**" means the amount of money (2% of the loan advance) the Administrator is required to hold back from each Producer Loan it provides to a Producer under the Program;
"**Production Insurance**" means a plan of insurance issued under the *Agricultural Products Insurance Act, 1996*;
"Program Guidelines" mans any written documents setting out the criteria governing the operation of the Commodity Loan Program and posted on the Ministry's Internet site http://www.OMAFA.gov.on.ca/english/busdev/facts/commodityloanguaranteeprogram.htm;
"Program Year" means the period of November 1 of one year and October 31 of the following year;
"Related Documents" means, any promissory note, loan agreement, guarantees, security agreement, or any other documents executed in connection with or forming part of this Application or any other application for a loan by ACC to the Producer or related thereto, whether already existing or executed now or later and whether in electronic or other format;
"Seeded Acreage Report" means a Production Insurance Agency Report or a report of the same where in the Producer identified the acres seeded, or other Production Unite, used to produce an Agricultural Product in order to calculated final entitlements for an Advance.

2.0 Eligibility Requirements for Producers

In order to be eligible under the Program, the Producer must meet and/or comply with all of requirements set out under the Order-In-Council (OIC), and the Program Guidelines. Without limiting the generality of the foregoing this includes the following:

a. The Producer must be a Person;
b. The Producer applies to the Administrator for a Producer Loan and pays the applicable fee;
c. The Producer does not owe the Administrator any money as a result of any previous defaulted Producer Loans the Producer has received from the Administrator;
d. The Producer does not owe the Crown any money;
e. The Producer produces the Eligible Commodities in which the Producer Loan relates in Ontario;
f. The Producer agrees to undertake and provides the requisite information for the Administrator's Producer Loan Credit Review;
g. The Producer agrees to:
    i) Assign any payments received under Production Insurance to the Administrator, and
    ii) Assign payments under any other Business Risk Management Program any payments under any other Program set in the Program Guidelines to the Administrator;
h. The Producer agrees to satisfy any other security-related requirements necessary to ensure that the Producer Loan is properly secured;
i. The Producer agrees to pay the Producer Holdback;
j. The Producer agrees to pay the Producer Contingency;
k. The Producer agrees to sign the Producer Loan Agreement;
l. The Producer agrees to be bound by the terms and conditions set out in the Program Guidelines, and the Producer Loan Agreement,
m. The Producer agrees to provide information requested by the Ministry for policy-review purposes within the timelines set out in the request; and
n. Any other grounds the Minister sets out in the Program Guidelines.

3.0 Eligibility Requirements for Producer Loans (Security)

Any Producer Loan entered under the Program will comply with the requirements set out under the OIC and this Program Guidelines. Without limiting the generality of the foregoing, this includes the following:

a. The Producer Loan is made for the purpose of providing a Producer with funds to produce Eligible Commodities;
b. Prior to entering the Producer Loan, the Administrator has undertaken a Producer Loan Credit Review and the Producer has passed the Loan Credit Review;
c. The Producer Loan is secured by:
    i) The Eligible Commodity itself,
    ii) Production Insurance for the Eligible Commodity,
    iii) The proceeds from the sale of the Eligible Commodity,
    iv) The Producer Holdback, and
    v) Any and all Business Risk Management Programs that the Producer is enrolled under;
d. The Producer Loan must be repayable by the Producer at any time without notice, penalty or bonus;
e. The Producer loan is subject to audit at any time by the Auditor General of Ontario, the Minister or their authorized representatives;
f. The Administrator is not allowed to assign the Producer Loan to any other Person without the Minister's prior written consent;
g. The Producer Loan Agreement specifically prohibits the use of the funds being provided under the Producer Loan for any other purpose than allowing a Producer to produce Eligible Commodities;
h. The Producer Loan, or combination of Producer Loans, is in an amount no greater than seven hundred fifty thousand dollars ($750,000) per Producer.
i. Agricultural Credit Corporation shall also do or cause to be done the following in relation to a Producer Loan issued to a Producer:
    i) Obtain a GSA between the Administrator and the Producer whereby the Administrator has a first charge against all the Producer's assets and any Proceeds thereof, or
    ii) Register a PMSI in accordance with the *Personal Property Security Act* against all Eligible Commodities purchased by the Producer pursuant to the Producer Loan such that the Administrator has a first charge against the Eligible Commodities and any Proceed thereof.

4.0 Creation of Security Interest:

a. For value received and as general and continuing security for the repayment of the Producer Loan, including costs of enforcement, interest and any ultimate unpaid balance thereof owed by the Producer to ACC and to secure payment and performance of the Obligations by the Producer, the Producer hereby charges in favour of and grants to ACC a security interest as described in these Terms and Conditions.
b. The Producer hereby grants to ACC a continuing security interest in the Producer's Agricultural Product, in any Agricultural Product produced in a subsequent production period by the Producer and all proceeds, to secure repayment of the Producer's debt owing to ACC arising from this Producer Loan Agreement. The Producer declares that ACC's security interest in the Agricultural Product shall rank prior to the interest of any other secured creditor or security holder and the Producer shall assist ACC in obtaining Priority Agreements from all secured creditors, including input suppliers who have or may be entitled to have a security interest in the Agricultural Product. The Producer agrees and consents to, that upon default, ACC has the right to seize the Producer's Agricultural Product wherever situated, sell the Agricultural Product as it sees fit and use the sales proceeds to reduce the Producer's debt owing to ACC arising from this Producer Loan Agreement, including interest and legal costs on a full indemnity basis.

c. Production Insurance (PI) used as security: The Producer (The Assignor), hereby transfers, assigns any indemnity and sets over to ACC all of his/her/their right, title and interest in the proceeds to be received from the Production Insurance Program for the current Program Year.

d. Notification of this Agreement all outlined in the Terms & Conditions, and at the BRM Administrator's request, a copy of this assignment will be provided to the BRM Administrator and the BRM Administrator's payment of benefits to Producer will be subject to this Assignment Agreement, and benefits payable will be reduced by any amounts requested by ACC to repay Advances issued by ACC to the Producer. For greater certainty, this Assignment Agreement is for all of the Assignor(s) right, title and interest in the proceeds payable to the Assignor(s) under any BRM Program associated with the Agricultural Product(s) for which any Advances are ultimately used. In the event that Advances are used for Agricultural Product(s) other than those listed in this Assignment Agreement, the details of any applicable policy shall be provided to ACC promptly and such policy shall be deemed to be immediately assigned to ACC in accordance with the terms herein. If the Producer's anticipated crops to be planted changes and the confirmation of planted crops is obtained, the confirmed planted crop used to grant a second loan advance. The Assignor expressly provides ACC with authority to automatically request the assignment for this crop without written authorization of the Assignor and further provides ACC with the authority to request that the applicable BRM Administrator acknowledge such deemed assignment (e.g. Confirmation of Seeded Acres differs from anticipated acres advanced at 1st stage).

e. The Assignor(s) acknowledge(s) that it/they has/have agreed with the BRM Administrator in Program agreements or applications that the BRM Administrator may share information with ACC and OMAFA relating to the Producer's participation in BRM Programs and benefits payable under these Programs. The Assignor(s) shall notify ACC and the BRM Administrator of any name change(s) in writing within one (1) business day of any such change(s). For greater certainty, a name change of any Assignor(s) will have no impact whatsoever on the transfer, assignment and setting over of the Assignor(s) right, title and interest in policy proceeds provided for in this Assignment Agreement.

f. For all Advances, the Producer hereby transfers, irrevocably assigns the Producer's current and future BRM Program payments to ACC to further secure repayment of all monies owing by the Producer to ACC arising from this Producer Loan Agreement. The Producer acknowledges and agrees that all BRM Program payments (including Interim Payments) will be paid automatically to ACC until the Producer's debt owing to ACC arising from this Producer Loan Agreement is repaid in full;

g. If it has not already been done, the Producer(s) authorizes ACC to register or otherwise perfect/publish the security in accordance with the laws and regulations of the province (i.e. PPSA) where the Agricultural Product is located on the Advance issued to the Producer. Should the Producer go into default, the Producer(s) authorizes ACC to register a lien against any future agricultural product to cover the portion of the default and all applicable related costs to recover debt. For greater clarity, the Producer agrees, understands and authorizes ACC to register financing statements at such provincial Property Security registries. The Producer hereby waives all rights to receive from ACC a copy of any financing statement or confirmation statement issued at any time respecting ACC's security interests;

h. The Producer shall have insurance on the entire Agricultural Product for which the Advance was made to the full extent of the Advance, for all insurable perils, until the Producer's liability is repaid. The Producer further agrees that any payout of this insurance will first be used to repay any outstanding Advance;

i. If the Agricultural Product or a portion of the Agricultural Product for which an Advance was made ceases to be in marketable condition, through no fault of the Producer, the Producer shall immediately inform ACC and the Producer becomes liable to ACC for the portion of the guaranteed Advance, together with outstanding interest on the interest-bearing portion from the date of the Advance, that is attributable to the unmarketable portion of the Agricultural Product;

j. For all Advances issued under this Agreement, the Producer must inform ACC of any changes to the security coverage on their Advance. ACC must then recalculate the Maximum Eligible Advance which may be used as a trigger for an Overpayment.

5.0 Credit Evaluation and Inspections

a. **In evaluating the Producer's credit-worthiness** (includes Related Producers such as Partners, Shareholders, Members, Guarantors), ACC is required to exercise due diligence in granting a Producer Loan advance under the Program. The Producer must submit financial documents when requested by ACC or its authorized agents, or as requested in the Application. ACC or its authorized agents have the right to perform a credit check ("Producer Loan Credit Review") on the Producer or on any of the Producer's Partners/Shareholders/Members at any time during the term of this Producer Loan Agreement. ACC reserves the right to decline any Applicant. If declined, an appeal process is available by a person or persons, not involved in the original decision;

b. **Inspection and Audits** - Any Person that participates in the Program as a Producer is subject to an inspection and/or audit that may be conducted in relation to the Program for the enforcement of the rules, Terms and Conditions of the Program. An inspection may be conducted by the Minister, ACC, the Minister's or ACC's respective delegates between normal business hours and any time while the loan is outstanding, and to request the Producer repays shortfalls within thirty (30) calendar days. Where an inspection and/or audit takes place, the Producer will provide reasonable assistance. This includes allowing an inspector or auditor access to any person, place or thing required for inspection or auditing purposes. Any Person that participates in the Program as a Producer will provide all requested information within ten (10) Business Days of the request being made by the Minister or the Administrator, including their respective delegates, unless more time has been provided in the request. Refusal of an inspection or audits will result in an immediate default.

6.0 Fees, Holdback, Contingency

a. A $1,000 Administration fee will be deducted from the initial Advance of a Program Year for administrative services (e.g. receiving and processing applications, credit checks, lien searches, lien registrations);

b. Non-Sufficient Funds (NSF) payments will be charged a $100 NSF Administration fee at time of occurrence and added to your loan balance;

c. Any request for mailed documents (statement, application, etc.) will incur a $5 fee to your total loan balance. Online and faxed submissions are free. Any costs incurred by ACC for couriering documents at your request will be added to your loan balance;

d. A minimum Late Payment Fee of $300 up to a maximum of 3% of the outstanding balance as of thirty (30) days after default will be charged where the Producer has defaulted on making a payment owing under the Producer Loan Agreement;

e. A refundable 2% holdback will be deducted from all loan advances (interest will not be charged on holdback); and

f. A non-refundable 0.4% 'Producer Contingency Fee' is deducted from all loan advances, deposited to a contingency pool of funds, and may be applied against uncollectable loans.

7.0 Issuance of the Advance

a. Issuance of the Advance: In all instances, the Producer must have sufficient security available (e.g. Production Insurance) related to the Agricultural Product to justify the Eligible Advance in accordance with the amount requested by the Producer. ACC must obtain the Assignment of such security prior to executing this Producer Loan Agreement. Once confirmed, ACC shall then make an instalment of 60% of the estimated Eligible Advance on the Agricultural Product, as specified in this Application, using the applicable Advance Rate and Calculation Worksheets from ACC's Product & Rate List available on ACC's website @ www.agcreditcorp.ca. ACC shall make a single instalment of the entire estimated Eligible Advance on the Agricultural Product in cases where the Producer can identify, at time of application, the amount of the Agricultural Product currently in production by submitting a report confirming their production acreage such as: A Seeded Acreage Report, grape/apple underwriting report; when requesting an Advance for fresh market products;

b. **The first instalment** will be reduced if the Priority Agreements from secured creditors reflects a cap, in addition to being reduced by any applicable Administration fees. Applicants are subject to an inspection and a further review of the Producer's financial statements, or most recent income tax returns as specified in this Application or at ACC's discretion;

c. **The second (2nd) instalment** (if applicable) can only be issued after the Seeded Acreage Report is received at ACC from Agricorp, except for fruit and fresh market vegetables, the Producers must send their current years underwriting documents as specified in the Application. The Seeded Acreage Report/Certificate of Acres Planted must be received prior to July 31st, of the Program Year (even when not requesting a 2nd Advance), so as to not be considered in default. Upon receipt, ACC shall recalculate the Eligible Advance in accordance with the Calculation Worksheets and automatically issue a second instalment to the Producer equal to the recalculated Eligible Advance less the 1st instalment and any other Advance under the CLP from any other Administrator; Additional funds advanced at 2nd stage shall become part of this Producer Loan Agreement;

d. Should the documents required under these Terms and Conditions demonstrate that the actual acreage seeded or planted is not sufficient to justify the outstanding Advance to the Producer, or through no fault of the Producer, the coverage amount under the eligible BRM Program or the value of the Agricultural Product once produced, are not sufficient to justify the outstanding Advance, ACC shall notify the Producer that they have thirty (30) calendar days to repay the part of the outstanding amount of the Advance that exceeds the reduced coverage amount by more than ten thousand dollars ($10,000) or ten percent (10%), whichever is greater; or if eligible, make a new application for an Advance on another commodity and have the proceeds applied to the deficit. Failing this, the Producer will be declared in default.

8.0 Interest Rate

a. The interest rate on the Loan, (excluding the Holdback) up to and including the maturity date, shall be the Bank Prime lending rate in effect from time to time, calculated daily and compounded monthly. After maturity and after default, the rate of interest on the Loan (excluding the Holdback) shall be the Bank Prime lending rate in effect from time to time up to a maximum of the Bank Prime lending rate plus 3%, calculated daily and compounded monthly. No interest shall be paid on the Holdback fee.

b. "Bank Prime lending rate" shall mean the floating annual rate of interest, including any charges of an equivalent nature thereto or such other measurement of rate of return or return on investment or substitute therefore, established from time to time by chartered banks as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated by chartered banks as the prime lending rate.

9.0 Maturity/Repayment Due Date

Subject to any earlier date as set forth in the "Events of Default" Section, the Producer shall repay the Loan and all accrued interest upon the earlier of:

a. When the Eligible Commodity is sold or determined to be unsalvageable in accordance with the *Agricultural Products Insurance* Act*, 1996*;
b. When the Eligible Commodity is enrolled under the storage component of Canada's Advance Payments Program, or any successor Program,
c. When the Eligible Commodity is fed,
d. By September 30 of the year following the Program Year in which the Producer Loan was issued, or
e. Upon demand.

Repayment can be made via (i) pre-authorised payment at time of application, or by calling or emailing our repayment department; or (ii) through your financial institution online by selecting the payment company "AGRICULTURAL CREDIT CORPORATION" as the payee. For more information, please reach out to our repayment department.

10.0 Events of Default

The Loan and all accrued interest and costs including all amounts set out in the Terms and Conditions on a full indemnity basis together with all other monies payable or otherwise owed by the Producer to ACC shall, at the option of ACC where ACC determines in its absolute discretion that any of the following events of default have occurred, become immediately due and payable and any security held by ACC for the payment thereof shall become immediately enforceable in each and any one of the following events:

a. Any representation made, or information provided by the Producer in relation to the Producer Loan is, or was at the time of its making, false or misleading;
b. The Producer fails to comply with any covenant contained in the Producer Loan Agreement within thirty (30) days of the Administrator notifying the Producer of the non-compliance;
c. The Producer fails to provide information required under the OIC, this Program Guidelines or a Producer Loan Agreement within thirty (30) days of the request being made by the Minister or the Administrator (as the case may be);
d. The Producer fails to cooperate in respect of an audit or inspection performed by the Auditor General of Ontario, the Minister or the Administrator or their respective representatives (as the case may be) in relation to the Producer Loan;
e. The Producer uses any part of the funds provided under the Producer Loan for purposes other than set out in the Producer Loan Agreement;
f. The Producer abandons all or any part of producing Eligible Commodities or threatens to cease producing Eligible Commodities or any act of bankruptcy;
g. The Producer sells or conveys assets of the farming operation that formed a basis for the Producer Loan application;
h. The Producer has given a preference to any creditor (e.g. bank or input supplier) other than the Administrator without the Administrator's prior written approval;
i. The commodity is used as security for another loan;
j. Any execution or other legal process of any court becomes enforceable against the Producer;
k. The insolvency of the Producer or the appointment of a receiver, manager, trustee or liquidator in respect of any property of the Producer;
l. The Producer fails to pay or otherwise perform as and when due, whether by maturity or by acceleration, any obligations, liabilities or indebtedness owed to the Administrator in relation to the Producer Loan;
m. The institution of a proceeding in bankruptcy against the Producer, whether voluntary or involuntary, or the institution of proceedings by the Producer to obtain relief against the Administrator or other creditors in general;
n. A Material Adverse Change occurs;
o. Any other grounds set out in these Terms and Conditions and Program Guidelines on the Minister's Internet site.

Upon default, the Producer is liable to ACC for:

a. the outstanding amount of the guaranteed Advance;
b. the interest at the rate specified in these Terms and Conditions on the outstanding amount of the Advance;
c. costs incurred by ACC to recover the outstanding amount and interest including legal costs such as costs relating to attorneys, paralegals, legal expenses, expenses for bankruptcy, post-judgement, appeals, court costs, in addition to all other amounts permitted by law and approved by the Minister on a full indemnity basis; and
d. an additional Late Payment Fee of a minimum of $300 up to a maximum of 3% of the outstanding balance as of thirty (30) days after default will be charged where the Producer has defaulted on making a payment owing under the Producer Loan Agreement;

In the event that the Producer is unable to repay the Producer Loan, the Administrator:

a. Will use the Producer Holdback to pay any outstanding debt owing under the Producer Loan;
b. Will, if a debt still exists under the Producer Loan, use reasonable steps, such as entering into a payment schedule with the defaulting Producer, to recover on that outstanding debt from the Producer;
c. Will, if it is not possible to use other reasonable steps to recover the debt, liquidate any and all security the Administrator holds in relation to that Producer's Producer Loan to pay any outstanding debt owing under the Producer Loan;
d. Will, if a debt still exists under the Producer Loan, use part of the Contingency Fund to pay any outstanding debt owing under the Producer Loan; and
e. May, if a debt still exists under the Producer Loan, make a claim on the Guarantee to pay any outstanding debt owing under the Producer Loan.

The Administrator may draw money from the Contingency Fund to pay any outstanding debt owing under a Producer's Producer Loan before liquidating the security that the Administrator holds in relation to that Producer's Producer Loan where the time it would take to properly liquidate the Producer's security could place the Administrator in default of making a payment to the Lender under an Administrator Loan;

The Administrator will, on behalf of the Contingency Fund, be subrogated in and to all the rights of recovery of the Administrator in respect of the Producer Loan, any security and any of the Producer's insurance and is entitled to exercise all of the rights, powers and privileges that the Administrator has or may exercise in respect of the Producer Loan, any security and any of the Producer's insurance, including the right to commence or continue any court action to execute any release, transfer, sale or assignment, or in any way to collect and realize on any security or any of the Producer's insurance or enforce the Producer Loan;

Upon the recovery of any money, the Administrator will deposit that money, minus the Administrator's collection fees to recover that money, into the Contingency Fund;

The Administrator will notify the Minister of the Producer's default.

11.0 Money Owing to The Crown

Any payments owing to the Crown as a result of the Minister making a payment on the Guarantee will be considered a debt that is owed to the Crown and may be set-off against any other payment the Crown or His Majesty the King in Right of Canada may owe to the person that owes the Crown a payment in accordance with section 43 of the *Financial Administration Act (Ontario)* and/or section 155 of the *Financial Administration Act (Canada).*

The right of set-off is in addition to any other legal remedies the Crown may have in law, equity or otherwise to recover a debt that is owed to the Crown.

The Crown may charge interest on any debt that it is owed under this Program at the applicable interest rate that is being charged by the Crown for debts owing to the Crown.

12.0 The Producer(s) signing this CLP Application hereby declare(s) and certify that they meet all eligibility requirements outlined in the Application and all Terms and Conditions of this Producer Loan Agreement:

1. I am applying as an Individual or on behalf of the Partnership/Corporation/Cooperative which I represent, and have authority to make an application for an Eligible Advance pursuant to the Commodity Loan Program (CLP) and confirm the application reflects the current organizational structure since the previous filing of the Applicant's Declaration, if applicable;
2. I am, or at least one of the Partners/Shareholders/Members of the Partnership/Corporation/Cooperative which I represent is of the age of majority and a Canadian citizen or a Permanent Resident of Canada within the meaning of Subsection 2(1) of the *Immigration and Refugee Protection Act;* and farm in Ontario;
3. I am, or at least one of the Partners/Shareholders/Members of the Partnership/Corporation/Cooperative which I represent is the owner of the Agricultural Product(s), and is responsible for marketing the Agricultural Product(s) pledged in this Application and Producer Loan Agreement;
4. No other person has or will be given an interest in the Agricultural Product(s) with respect to which this CLP Application is made and the Agricultural Product(s) will be sold in my/our name or the name of the Partnership/Corporation/Cooperative which I/we represent and in the same name as the Applicant;
5. For the purpose of applying as a Partnership/Corporation/Cooperative all Partners/Shareholders/Members who have an interest in the entity are listed in this CLP Application and Producer Loan Agreement;
6. I/We shall respect the terms of the BRM Program (e.g. Production Insurance) used as security as per the Terms and Conditions and shall ensure that any payments from the BRM Program related to the Agricultural Product(s) are forwarded to ACC up to the extent of the Eligible Advance and I/we will notify ACC if further requests for an assignment of the BRM Program proceeds are made, granted or registered. I/We or the Partnership/Corporation/Cooperative which I/we represent, as the case may be, acknowledge and hereby further agree that assignment of proceeds is not affected should I/we or the Partnership/Corporation/Cooperative, as the case may be, become in default under the Commodity Loan Program Producer Loan Agreement;
7. I/We acknowledge and agree that ACC, may register an assignment with the Business Risk Management Administrators (e.g. Agricorp) without further notice, giving ACC priority on any Production Insurance or AgriStability payouts up to the amount owing on the Advance, plus any interest and fees;
8. I/We am/are not required by the *Income Tax Act (Canada)* to report income from other farming operations or other corporations carrying on a farm business, other than the one(s) named in this CLP Application, otherwise I/we have listed in this CLP Application all other farming operations and corporations carrying on farm operations in which I/we have an interest;
9. Neither I, nor any of the farming operations listed in this CLP Application and Producer Loan Agreement, nor the Partnership/Corporation/Cooperative, are in Default under any Agreement pursuant to the Commodity Loan Program (CLP), *Advance Payments for Crops Act (APCA)*, the *Prairie Grain Advance Payments Act (PGAPA), SCAP, ESCAP*, or *AMPA; OMAFA*;
10. I, being authorized to certify, including on behalf of the Partnership/Corporation/Cooperative as applicable, am able to declare having given ACC security assignment on my/our BRM (e.g. PI) identified in this Application as required for the specific class of Agricultural Product(s);
11. I/we or the Partners, as applicable, declare having submitted the duly completed Application information for ACC to initiate Priority Agreements required for every secured creditor that has an assignment on the proceeds of Production Insurance and/or AgriStability, or inventory used to secure the Advance, as applicable, and/or holds a lien or encumbrance on the Agricultural Product(s) listed in this Application and Producer Loan Agreement, as well to be obtained from my/our main input suppliers listed in this Application that has, or could have security interest in or lien on the Agricultural Product(s) for which the Advance is to be made;
12. I, or the Partnership/Corporation/Cooperative, as applicable, and Guarantor(s), agree(s) that a credit check and an inspection or audit of the Agricultural Product may be performed at any time while the Advance is outstanding, and to pay the applicable fees listed these Terms & Conditions;
13. I, or the Partnership/Corporation/Cooperative, as applicable, declare that I/we have read and understand the Fees, including Late Payment Fee's, Interest Charges, Holdback and Contingency fees outlined in the Terms and Conditions and agree that ACC will deduct from the Advance the applicable fees, and add relevant fees to the loan balance as outlined in these Terms & Conditions (e.g. any postage/mailing, courier related costs, NSF fees, collection/late payment fees);
14. I, or the Partnership/Corporation/Cooperative, as applicable, declare that I/we are aware there could be a change in the Advance Rate any time in the production year to better accommodate current market prices; that any subsequent request(s) for an Advance will be issued based on the new Advance Rate, if applicable;
15. I, or the Partnership/Corporation/Cooperative, as applicable, declare that my/our Agricultural Product(s) is/are of marketable quality and stored or maintained, as such, until disposed of in accordance with the Producer Loan Agreement. I/We further agree, if the Agricultural Product(s) become(s) unmarketable, to notify ACC and to repay the Advance within thirty (30) calendar days, otherwise be declared in default;
16. I, or the Partnership/Corporation/Cooperative declare the only liens or encumbrances on the Agricultural Product(s) are those listed in this CLP Application;
17. In the event of a default, I/we, or the Partnership/Corporation/Cooperative or its Shareholders/Members/Partners, as the case may be, which I/we represent, acknowledge that I/we or the Partnership/Corporation/Cooperative or its Shareholders/Members/Partners may be denied access to other provincial agricultural support programming 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 all recovery costs;
18. I, or the Partnership/Corporation/Cooperative, as the case may be, declare that this CLP Application is consistent with the purpose of the CLP;
19. I, or the Partnership/Corporation/Cooperative, as the case may be, declare and certify that all of the information provided in this Application is complete, accurate, true and correct in every respect and acknowledge and understand that providing false or misleading information will result in an automatic default with the loss of all benefits related to the CLP;
20. I, or the Partnership/Corporation/Cooperative, as the case may be, understand that failing to comply with the CLP Application and Producer Loan Agreement requirements may delay the processing of the CLP Application or may render me/us or the Partnership/Corporation/Cooperative which I/we represent ineligible for receiving Eligible Advance(s) under the CLP;
21. I/We agree that if I/we reside in the 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 ACC to ensure that the limitation period of seeking a remedial order for claims arising from this application shall be extended from the date ACC 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 (6) years;
22. I, or the Partnership/Corporation/Cooperative, as the case may be, acknowledge that, in cases where the Producer is declared in default and the Minister makes payment under the Guarantee, the Minister is subrogated to ACC's rights against the Producer in default and against persons who may be personally liable under this Producer Loan Agreement;
23. I, or the Partnership/Corporation/Cooperative, 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 am/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;*
24. I, or the Partnership/Corporation/Cooperative, as the case may be, have read all the Terms and Conditions which are attached to and form part of this CLP Application, including those in this Section and I/we and the Partnership/Corporation/Cooperative which I/we represent agree to comply with all such Terms and Conditions and to provide any additional information required in order to demonstrate to ACC that I/we is/are capable of meeting my/our obligations under the Producer Loan Agreement;
25. I/We acknowledge and agree that I/we am/are solely responsible for meeting all deadlines and will ensure if a third party submits payments or documents on my/our behalf, that it/they is/are received in ACC's office on time. Failing this I/we understand that I/we will be declared in default;

26. I, or the Partnership/Corporation/Cooperative, as the case may be, have received, or have had the opportunity to receive independent legal advice with respect to the subject matter of this CLP Application, including each of the Appendices attached hereto and each of the Agreements I/we have made in this CLP Application;
27. I, or the Partnership/Corporation/Cooperative, as the case may be, acknowledge and agree that the execution by the Producer as directed in this Application and Producer Loan Agreement evidences Producer's agreement to be bound by all Terms and Conditions contained in this Application and each of the Appendices attached hereto, including without limitation in respect of any assignment, undertaking, covenant, agreement, consent, authorization (including authorization for Pre-Authorized Debits), acknowledgement, representation and/or declaration of the Producer's included in this Application and each of the Appendices attached hereto and if applicable, additional documentation required such as Seeded Acreage Reports;
28. I, or the Partnership/Corporation/Cooperative, as the case may be, agree to immediately pay to ACC upon demand all amounts ACC pays or incurs in maintaining or enforcing its security and the Obligations , including without limiting the generality of the foregoing, all legal, search and registration fees, all costs and expenses in respect of inspecting, protecting, insuring, possessing, cultivating or harvesting all or any part of the Collateral including preparing the Collateral for sale and selling it, collecting any part of the Loan or other monies payable to ACC including legal fees and expenses on a full indemnity basis in so doing and interest thereon as herein provided;
29. **I/We authorize ACC to amend sections of the application upon request of my/our, the Applicant's (borrower's), phone recorded verbal consent, and upon ACC obtaining security questions from the borrower without the requirement of a written consent to correct any mistakes, omission, inconsistency as well as give consent such as I/our request to add names to our account for disclosure purposes; adding a commodity or amending a commodity at second stage and obtaining an Assignment on the commodity advanced that is based on our confirmed seeded acreage reports; scheduling a Pre-Authorized Debit payment. Except as specifically provided of what may be amended, the Producer Loan Agreement shall remain unmodified and in full force and effect. Such amendments may be executed in one or more counterparts all of which shall be considered one and the same agreement and shall be effective when ACC delivers a confirmation of amendments to the Applicant's email provided on page 1 of the Loan Application & Producer Loan Agreement.**

13.0 PRIVACY AND CONSENT TO DISCLOSURE OF INFORMATION

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to the obtaining by ACC, OMAFA and its agent, UpLevel Global, or any other agent that may be selected by ACC, of credit information, including, but not limited to your credit history, a credit report, other financial related information, inventory levels, relating to the Producer(s) and Guarantor(s) from affiliated and subsidiary companies of ACC, credit bureaus, agencies, banks, credit unions, trust companies, financial institutions, creditors, guarantors, lenders, grain elevators, producer organizations, Farm Credit Canada (FCC), suppliers, government ministries, departments and agencies (federal, provincial or territorial) and such other third parties as ACC shall decide upon from time to time (all of the foregoing hereinafter "Third Parties") and to the collection, use and disclosure by ACC to any such Third Party, or by any such Third Party to ACC, of the personal, business and commercial information about Producer(s) and Guarantor(s) for the purpose of: **(i)** verifying and determining the Producer's eligibility and continuing eligibility for Eligible Advance(s), including verifying inventory levels, sales information, with grain elevators, buyers, producer organizations; **(ii)** verifying and determining the status of Eligible Advance(s); **(iii)** assignment and realizing on the security for Eligible Advance(s); **(iv)** verifying and determining the indebtedness of Producer(s) to Third Parties and/or the creditworthiness of the Producer(s), and **(v)** obtaining Priority Agreements;

I/We authorize a complete and signed copy of this CLP Application and Producer Loan Agreement can be provided and relied upon by Third Parties as Producer's and Guarantor's authorization and consent for the Third Parties to such disclosures;

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to: the collection, use and disclosure by ACC from and to all such persons listed as Producer(s) and Guarantor(s) hereunder and all such persons listed in the authorization form attached hereto ("Authorized Persons") and to OMAFA, AAFC, and Farm Credit Canada (FCC) of the personal, business and commercial information about Producer(s) for the purpose of:

(i) verifying and determining the Producer's eligibility and continuing eligibility for Eligible Advance(s); **(ii)** verifying and determining the status of Eligible Advance(s); **(iii)** assignment and realizing on the security for Eligible Advance(s); and, **(iv)** verifying and determining the indebtedness of Producer(s) to Third Parties and/or the creditworthiness of the Producer(s);

Unless a Producer withdraws consent by notifying ACC by email at advance@agcreditcorp.ca or by calling 1-888-278-8807, the Producer hereby authorizes and consents to the use by ACC of the personal, business and commercial information about the Producer for the purpose of contacting the Producer(s) to provide information in relation to other programs offered or administered by ACC;

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to:

a) the disclosure by OMAFA, AGRICORP and/or other Provincial Insurance/BRM Program agencies to ACC and OMAFA to each other of such information regarding Producer(s) as either may have in their respective files, including but not limited to those of any Crop or Production Insurance and BRM Program, Seeded Acreage Reports, Final Yields, Premium Payment Confirmation, Proof of Loss or other claims in which ACC has assignment;
b) the disclosure by ACC of such information as is contained in or related to this CLP Application to OMAFA, AAFC, AGRICORP and/or other Provincial Insurance/BRM Program agencies and the use of such information by OMAFA, AGRICORP and/or other Provincial Insurance/BRM Program agencies as authorized by the *Ministry of Agriculture, Food and Rural Affairs Act,* R. 5. 0. 1990, c. M. 16., and/or the *Protecting Ontario's Food Independence Act, 2026 (Bill 109)*, as amended or re-enacted from time to time. For the purpose of registering the assignments, Producer(s) consent(s) that ACC will register the assignment and update producer balances with the Business Risk Management Agencies such as AGRICORP, as new transactions occur. Producer(s) acknowledge(s) that information held by OMAFA, AGRICORP or other Provincial Insurance/BRM Program agencies may be disclosed to Third Parties pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act.* Questions and concerns regarding such collections, use and disclosure by OMAFA and/or AGRICORP should be directed to: The Director, Farm Assistance Programs Branch, OMAFA and/or AGRICORP, 1 Stone Road West, Guelph, Ontario (N1G 4Y2);
c) the obtaining from and disclosure by Third Parties to ACC and OMAFA, of the Producer's sales reports; and

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to ACC and OMAFA:

a) collecting the information contained in, with, or pursuant to this CLP Application;
b) using the information for the purposes of assessing the CLP Application, administering, auditing, analyzing and evaluating the CLP;
c) conveying the information contained in this CLP Application and associated documentation, both personal and otherwise, to provincial governments and their agencies, insurance agencies, financial institutions, input suppliers, buyers, agents selected by ACC to inspect for the purposes of verifying CLP entitlements, inclusive of inventories, sales information, to justify eligibility and continued eligibility for Advance(s), assignment and realization of security; and
d) conveying the information contained in this CLP Application and associated documentation, both personal and otherwise, to other organizations administering the CLP, for the purposes of verifying benefits under the CLP;
e) conveying the information contained in this CLP Application and associated documentation, both personal and otherwise, to other secured creditors, including input suppliers where the Producer's loan Advance is to be made payable to the Producer and to another business who has security interest;
f) the Producer(s) agree(s) to allow the Minister the right to contact the Producer(s) for the purposes of evaluating the Program;
g) the Producer(s) agree(s) where the loan is guaranteed by an Alternate Guarantor, that the Alternate Guarantor has rights to have full access to information relating to the Producer(s) loan advance, including, but not limited to, the loan status, balances, interest rate, repayment terms;
h) ACC and OMAFA agree that **(i)** the personal information provided will be protected under the federal *Privacy Act* and the provisions of the federal *Access to Information Act*; and, **(ii)** the personal information retained by OMAFA will be held in Personal Information Bank PPU14O. Producer(s) and Guarantor(s) may access its/their personal information held by OMAFA by making a formal request under the *Privacy Act* in writing or by completing a Personal Information Request Form which is available through Info Source or at Web Site https://www.ontario.ca/page/commodity-loan-guarantee-program-guidelines. Producer(s) request(s) should be emailed to: access.privacy@ontario.ca or mailed to Ontario Ministry of Agriculture, Food and Agribusiness at 1 Stone Road West, Guelph, ON N1G 4Y2. Tel 1-888-466-2372;
    i) ACC and OMAFA hereby give notice that all non-federal government organizations are obligated to protect personal information in accordance with the *Personal Information Protection and Electronic Documents Act (PIPEDA)* or under legislation applicable within their jurisdiction. Producer(s) and Guarantor(s) may access its/their personal information held by ACC, obtain a copy of ACC's Privacy Policy or pose questions or concerns regarding privacy issues relating to ACC by contacting ACC's Privacy Compliance Officer at 1-888-278-8807;

ii) In the event ACC is notified by the holder of a registered Purchase Money Security Interest (PMSI) that it has security from Producer(s) for crop inputs supplied by such holder to Producer(s), the Producer(s) acknowledge(s) and confirm(s) that ACC may, in its uncontrolled and unfettered discretion, include the name of the holder(s) of such PMSI as payee(s) on Eligible Advance(s) advanced by ACC pursuant to this CLP Application;

i) Producer(s) hereby irrevocably authorize(s) and direct(s) ACC to:

i) deduct the Administration fee(s) as established by ACC, from the proceeds of the Eligible Advance(s); and,

ii) Producer(s) acknowledge(s) and agree(s) that fees, holdback, contingency, late payment fees and all fees listed the Terms and Conditions are payable to ACC by the Producer(s) and agree(s) that applicable fees shall be automatically applied to the Producer's accounts and withdrawn from the Producer's bank account in accordance with the Pre-Authorized clauses mentioned in the declarations below.

Producer(s) acknowledge(s) and agree(s) that the Producer's total indebtedness and repayment obligation applies to the amount actually advanced plus the Administration fee and all interest thereon;

Producer(s) hereby constitute(s) and irrevocably appoint(s) ACC or any of its officers or directors as the Producer's lawful attorney for the purposes of: making any amendments, deletions or additions to this CLP Application that may be required to correct any errors or omissions that may be discovered in same, as well endorsing on Producer's behalf any cheques payable jointly to the Producer(s) and ACC, and shall be the Producer's irrevocable authority for so doing.

Producer(s) acknowledge and accept that ACC transfers private information electronically and agrees for up to 3 years to electronic communications.

PRIVACY AND CONSENT TO DISCLOSURE OF INFORMATION (THIRD PARTY SALES REPORTING) AND AUTHORIZATION FOR PRE-AUTHORIZED DEBITS ("PADS")

As part of this Producer Loan Agreement, ACC may utilize its authority under this Pre-Authorized Debit Agreement executed by the Producer to make repayments including any applicable interest, costs, and fees as detailed in this CLP Application and Producer Loan Agreement.

Sales Repayment Schedule: I/We hereby authorize ACC to debit my/our bank account on the dates specified when reporting a sale via telephone, mail or email and as per the Terms and Conditions, for monies owing, including any applicable interest, costs, and fees as detailed in this CLP Application and Producer Loan Agreement.

Third Party Sales Reports: Some Grain and Oilseeds sales may be reported daily to ACC via a Buyer authorized by the Producer, through a Letter of Direction and contain the date of settlement from buyers along with the Agricultural Product type and quantity sold and may contain the Producer's date of receipt of payment (date of cheque issuance) for crops sold to Ontario elevators/dealers.

In connection with Pre-Authorized Debits and repayments, the Producer hereby agrees that ACC may and consent to such action, disclose or receive payment and credit information regarding the Producer to or from any Third Party as defined in the Declarations, Terms and Conditions for the purpose of facilitating notice of: **(i)** such amounts as are owing by the Producer(s), and **(ii)** such crop sale payments as are received by the Producer(s), all for purposes of making Pre-Authorized Debits in repayment of amounts owing by the Producer(s);

As such, I/we consent to ACC receiving a daily sales report from Third Parties and hereby authorize ACC to initiate a Pre-Authorized Debit from my/our bank account, due on the tenth (10) calendar day for the reported grain and oilseeds crop sales that I/we sell to the Ontario elevators/dealers if our Letter of Direction explicitly provides permission by the Producer Applicant to initiate a PAD. Otherwise, we understand that it is our responsibility to notify ACC of any sales and requesting a PAD to be scheduled.

Outstanding Balance on Repayment Deadline: In the event there remains an outstanding balance on the Repayment Deadline, it is the responsibility of the producer to contact ACC to make repayment arrangements for this balance (including any applicable interest and costs as detailed in this CLP Application). In the event the Producer(s) is/are in default ACC will utilize its authority under the Pre-Authorized Debit Agreement to collect additional Late Payment Fee payments.

Non-Sufficient Funds (NSF): I/We agree that if any payment is dishonoured by my/our bank for any reason, then ACC is authorized to issue another debit in place of the dishonoured payment until my/our payment is honoured. I/We agree that if any payment results with insufficient funds, ACC may re-present the payment for the same amount as the original transaction and agree that ACC will include an NSF service fee of $100.00.

Postage/Mailing/Courier Fees: I/We agree, and ACC is authorized to automatically issue a debit for any postage, mailing, and courier fees as described under the Fees and Interest Charges section of these Terms and Conditions.

Late Payment Fee: in the event of a default, I/we authorize ACC to automatically debit my/our bank account the minimum of $300 up to a maximum of 3% of the outstanding balance as of thirty (30) days after default as detailed in this CLP Application.

I/We agree to waive my/our right to receive notice from ACC, of any Pre-Authorized Debit (PAD) of the amount and date of each payment as per the Terms and Conditions of the Commodity Loan Program Application and Producer Loan Agreement.

Prior Notice: For any debit other than those listed in either the Terms and Conditions or for Third Party Sales reported, I/we agree to receive prior notice from ACC of the amounts to be debited from my/our bank account and the date of such debits at least ten (10) calendar days before the date of such debits. I/We agree to have these notices sent to the e-mail address provided on page 1 of the application. Where the Producer themselves requests a PAD be initiated via email or telephone, no further notice from ACC would be required.

Notice to cancel PAD Authorizations: I/We may revoke my/our authorization at any time by providing written notice to ACC of at least ten (10) days before the date my/our wish for the revocation is to take effect. To obtain a sample cancellation form, or for more information about my/our right to cancel this PAD Agreement, I/we may contact my/our financial institution or visit **www.cdnpay.ca.** I/We have certain recourse rights if any debit does not comply with this Agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit **www.cdnpay.ca.** In the event that ACC debits an unauthorized amount, funds will be re-deposited into the bank account specified on page 1 of the Application within thirty (30) days of verbal or written notice from me/us to ACC.

14.0 General

Record Keeping - The Administrator will retain all records relating to any Administrator Loans and Producer Loans under the Program for a period of at least seven (7) years from the date in which the Administrator Loan or the Producer Loan (as the case may be) was issued.

Entire Agreement - Except for any other instrument delivered under the Application or in connection with this Application, this Application and the Related Documents constitute the entire agreement between ACC and the Producer with respect to the subject matter of it.

Amendment - Except as otherwise provided herein this Application and the Related Documents may not be amended or modified in any respect except in accordance with the provisions of them.

Governing Law: This Producer Loan Agreement and the rights, obligations and relations of Parties will be government by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

Waiver and Consent - No waiver of any provision of this Application or of the Related Documents or consent given pursuant to this Application or the Related Documents by ACC shall be effective unless in writing and duly executed by ACC. No failure or delay on the part of ACC in exercising any right or privilege shall operate as a waiver by ACC unless so evidenced by a written instrument. Any waiver or consent by ACC will not preclude the further or other exercise by ACC of any right, remedy, power or privilege which is the subject of waiver or consent.

Notice - All notices and other communications shall be addressed as follows: To the Producer: At the address set out in the Application and Related Documents. To ACC: Agricultural Credit Corporation, 200 Hanlon Creek Blvd., Guelph ON, N1C 1C1.

Survival of Representations, Warranties and Covenants - All agreements, representations, warranties and covenants made by or on behalf of the Producer shall be considered to have been relied upon by ACC and shall survive the execution and delivery of this Application and any investigation made at any time by or on behalf of ACC.

Further Assurances - The Producer agrees that it will do, execute and deliver or will cause to be done, executed and delivered all further acts, documents and things as ACC may reasonably request for the purpose of giving effect to this Application and security interests created thereby.

Severability - Any provision in this Application, which is prohibited or unenforceable, shall be ineffective to the extent of prohibition or unenforceability without

invalidating the remaining provision of this Application.
Time of the Essence - Time shall be of the essence of this Application.
Jurisdiction - This Application shall be construed and interpreted in accordance with the laws of Ontario.
Assignment - This Application shall endure to the benefit of and be binding on ACC and the Producer and their respective heirs, executors, administrators, successors and assigns; provided this Application and the Obligations, including the Loan, are personal to the Producer and may not be assigned by the Producer.
Joint and Several Liability - If more than one person executes this Application, the obligations of such persons under this application shall be joint and several.
Power of Attorney - Producer hereby irrevocably appoints ACC or any of its officers or directors as the Producers' lawful attorney for the purpose of carrying out any of the obligations of the Producer under this Application.
Extended meaning of Applicant, Producer, Borrower or Co-Borrower - The words Applicant, Producer, Borrower or Co-borrower may be freely interchanged.
Provision of False or Misleading Information: Any Producer that willfully provides or has provided false or misleading information under the Program will have his/her/its/their participation in the Program terminated and will be prohibited from participating in the Program for a minimum of five (5) years.