

2026 ADVANCE PAYMENTS PROGRAM (APP) LIVESTOCK - HOGS

Information and Instructions for Completing Livestock Application Form

INDIVIDUAL PRODUCER APPLICATION

Application Deadline: Application for an advance may be made anytime between April 1, 2026 to March 31, 2027.

Administration Fee: The administration fee of **\$1,000.00** per application includes costs for applicable credit check(s), lien search(es), lien registration(s), inspection charges and legal fees.

Default Administration Fee: There will be an additional administration fee of **\$500.00** to administer a producer who goes into default and enters into a settlement agreement with the Manitoba Pork Credit Corporation.

Ownership of Livestock: Livestock must be owned by the applicant. Contract feeding operations are not eligible unless there is partial ownership (in which case advance would be pro-rated).

Advances: Producers can qualify for up to a maximum of \$1,000,000, with the first \$250,000 interest free. The interest-free provision applies to hogs and the maximum advance is cumulative over all commodities. The interest rate for the portion of the advance over \$250,000 will be at the Toronto-Dominion Bank prime lending rate calculated daily and compounded monthly. If the interest rate negotiated with the Toronto-Dominion Bank is less than the prime lending rate that is charged to the Producer by Manitoba Pork Credit Corporation, the difference in the interest rates will be used to cover the cost of administering the Advance Payments Program.

Repayment: The producer must repay the advance in full within twelve (12) months from the date the advance was issued. Should the advance be issued with less than twelve (12) months remaining in the Production Period, the advance shall be repaid in full no later than the end of the Production Period.

Proof of Sale: The total repayment of an advance must be supported by proof of sale documentation. Should a repayment of an advance be made without proof of sale documentation a penalty rate of prime + 1% shall be applied on that repayment.



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LIVESTOCK - HOGS**

AgriStability: Producers must be registered and enrolled in AgriStability for the 2026 production year.

How to reach MPCC;	Our mailing address;
Phone: (204) 233-1913	Manitoba Pork Credit Corporation
E-Mail: meyolfson@manitobapork.com	28 Terracon Place
	Winnipeg, MB R2J 4G7

Office Hours: Tuesday through Thursday 8:00 am to 4:00 pm. Voice-mail messaging is available.

2026 APP
Checklist for Individual Producer

- Attach \$1,000 cheque (fee)-payable to Manitoba Pork Credit Corporation
- Attach copy of your Driver's License
- Attach a copy of your AgriStability (CAIS) calculation of program benefits (COB) and 2026 Enrollment Notice
- Complete Part 1A - Individual Producer Information Pages 1-2-3
- Complete Appendix 2 - Assignment Agreement Business Risk Management (BRM) Program Proceeds, which is required should the producer become default under the repayment agreement
- Sign & Date Page 4 of Part 3A - Declaration and Attestation.
- Complete 2.1, 2.2 & 2.3 of Part 2A – Livestock

Hog - Weanlings (marketed as iso-weans)

- Record inventory of hog - weanlings as weaned piglets eligible for **\$33.7075/HD**

Hog - Feeders (marketed as feeder pigs)

- Record inventory of sucklings and weanlings as feeder pigs eligible for **\$49.4700/HD**

Hog – Market (Farrow-finish operations - marketed as market hogs)

- Record inventory of sucklings, weanlings and feeders as market pigs eligible for **\$126.1000/HD**

Hog – Market (Finisher operations - marketed as market hogs)

- Record inventory of feeder pigs as market pigs eligible for **\$126.1000/HD**

Hog – Gilts Breeding

- Record inventory of gilts for breeding eligible for **\$200.0625/HD**

Hog – Sows and Boars (Breeding – Culled hogs)

- *Record inventory of sows and/or boars for breeding eligible for*
\$161.9900/HD

Complete Appendix 1 – Priority Agreement with a Secured Creditor

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

1.0 APPLICATION – PRODUCER INFORMATION FOR INDIVIDUALS

1.1 DOCUMENTATION

Administrators must request the following information for all APP applicants.

Identity of signing authority verified. (Photo identification required, i.e. driver's license. Health cards cannot be accepted.)

Type of identification provided: _____

1.1.1 Self Identification Questions

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

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

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

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

- Not applicable (did not check official languages minority in Question A)
- No
- Yes
- Prefer not to answer

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

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

1.2 BASIC INFORMATION

Legal Name of Business (If Applicable)

APP ID	CRA Business Number (If Applicable)	Date of Birth (YYYY-MM-DD)		
Given Name	Middle Name	Family Name		
Residential Mailing Address of Producer:				
Street Address		City/Town	Province	Postal Code
Home Phone #	Cellular Phone #	Fax #	Email	

Business Mailing Address of Producer (if different from above):

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

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Street Address		City/Town	Province	Postal Code
Business Phone # (Ext.)	Business Fax #	Email		

1.3 DECLARATION OF BANKRUPTCY

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

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

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

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

1.5 PRIMARY FINANCIAL INSTITUTION

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

1.6 RELATED PRODUCER DECLARATION

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

1. According to the above criteria are you related to another producer? If no proceed to Section 1.7.	YES	NO
2. Has a related producer a) applied for an APP Advance in this program year or b) participated in APP during a previous	YES	NO

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Part 1A: Producer Info for Individuals

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

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program years?			
3. Are any related producers currently in default or ineligible under the APP, Spring Credit Advance Program or Enhanced Spring Credit Advance Program?		YES	NO
1.6.1 RELATED PRODUCERS			
If you answered "YES" to any of the questions in Section 1.6 then you must complete Section 1.6.1 and 1.6.2.			
<input checked="" type="checkbox"/> List all related producers who received an advance for this or previous program years, including advances issued by other APP Administrators. <input checked="" type="checkbox"/> Attach a separate sheet, if required.			
Name of the Related Producer	APP ID	Name of the Related Producer	APP ID
1.6.2 REBUTTAL OF RELATEDNESS BETWEEN 2 INDIVIDUAL PRODUCERS			
<input checked="" type="checkbox"/> Answer the questions below for each related producer listed in section 1.6.1. <input checked="" type="checkbox"/> If you responded "no" to any of the questions below, you have not rebutted the presumption of relatedness with the producer in question. <input checked="" type="checkbox"/> If you responded "yes" to <u>all</u> the statements below, you have established that you deal at arm's length with the producer(s) in question, and the Administrator will request the appropriate documentation to support your responses, such as articles of incorporation, financial statements, leases, receipts, etc. <input checked="" type="checkbox"/> Attach a separate sheet if required.			
1. Name of the Related Producer:			
a. You and the related producer file separate tax returns and/or produce separate financial statements.		YES	NO
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
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.		YES	NO
e. You and the related producer are not listed as co-beneficiaries on the forms for the BRM program(s) that will be used as security for the advance.		YES	NO
2. Name of the Related Producer:			
a. You and the related producer file separate tax returns and/or produce separate financial statements.		YES	NO
b. You and the related producer are not employees or do not act as agents of the other.		YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.		YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.		YES	NO
e. You and the related producer are not listed as co-beneficiaries on the forms for the BRM program(s) that will be used as security for the advance.		YES	NO
3. Name of the Related Producer:			
a. You and the related producer file separate tax returns and/or produce separate financial statements.		YES	NO
b. You and the related producer are not employees or do not act as agents of the other.		YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.		YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.		YES	NO
e. You and the related producer are not listed as co-beneficiaries on the forms for the BRM program(s) that will be used as security for the advance.		YES	NO

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**Part 1A: Producer Info
for Individuals**

**ADVANCE PAYMENTS PROGRAM (APP)
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4. Name of the Related Producer:		
a. You and the related producer file separate tax returns and/or produce separate financial statements.	YES	NO
b. You and the related producer are not employees or do not act as agents of the other.	YES	NO
c. You and the related producer conduct all business transactions (e.g. sharing of equipment and/or land) at fair market value and such transactions are documented.	YES	NO
d. You and the related producer <u>do not</u> share any management and administrative services, equipment, facilities or overhead expenses of a farming operation.	YES	NO
e. You and the related producer are not listed as co-beneficiaries on the forms for the BRM program(s) that will be used as security for the advance.	YES	NO

1.7 DECLARATION OF SECURED CREDITORS

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

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

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**ADVANCE PAYMENTS PROGRAM (APP)
BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT
PROTECTED "A" ONCE COMPLETED**

1.1 PRODUCER INFORMATION (Hereinafter referred to as the 'Assignor')

Name:	Phone:	Fax:	Email:
Street Address:	City/Town:	Province:	Postal Code:
APP ID:	BRM Contract No:		

1.2 ADMINISTRATOR INFORMATION (Hereinafter referred to as the 'Administrator')

Name: Manitoba Pork Credit Corporation	Phone: 204-233-1913	Fax:	Email: meyolfson@manitobapork.com
Street Address: 28 Terracon Place	City/Town: Winnipeg	Province: Manitoba	Postal Code: R2J 4G7

1.3 BRM PROGRAM INFORMATION (Hereinafter referred to as the 'BRM Program')

Program Name: AgriStability	Phone:	Fax:	Email:
Street Address:	City/Town:	Province:	Postal Code:

1.4 DEFINITIONS

"AAFC" means Agriculture and Agri-Food Canada

"Advance" means the money borrowed by the Assignor through the APP under the above-mentioned Repayment Agreement.

"BRM Program" means the Business Risk Management program(s) listed in the *Agricultural Marketing Programs Act* that can be used to secure an advance under the APP.

"Default" means, when used in relation to a Producer, that a Producer is considered in default under a Repayment Agreement according to Section 21 of the AMPA.

"Repayment Agreement" means the agreement signed by the Assignor and the Administrator outlining the terms and conditions of the Assignor's Advance under the APP.

1.5 ASSIGNMENT AGREEMENT

AGREEMENT DATE: _____ (YYYY-MM-DD).

Between the Assignor, the Administrator and the BRM Program:

This Assignment Agreement is for all proceeds, up to the amount set in Part 1.5.1. below, payable to the Assignor under the BRM Program with respect to the BRM Contract Number listed in 1.1. above which is being used to secure Advances issued under the APP Repayment Agreement between the Assignor and the Administrator dated _____ (YYYY-MM-DD) and pursuant to the Advance Payments Program and the *Agricultural Marketing Program Act* (AMPA).

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APPENDIX 2

**ADVANCE PAYMENTS PROGRAM (APP)
 BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT
 PROTECTED "A" ONCE COMPLETED**

Advances under the above-mentioned APP Repayment Agreement have been issued to the Assignor on the following Agricultural Product(s):

Product #1	Product #2	Product #3	Product #4	Product #5	Product #6
HOGS					

1.5.1 THE PARTIES HERETO AGREE THAT:

Subject to prior deduction of any amounts owing to the BRM Program administrator, the Assignor hereby transfers, assigns and sets over to the Administrator all of his/her/their right, title and interest in the proceeds to be received from the BRM Program with respect to the BRM Contract Number listed in 1.1. above for the current year or, where the BRM Program is AgriStability and/or ASRA, for the current year and all future years, until such a time as the Advance, in the amount of \$ [redacted] (including related interest, fees and costs) and for which this BRM Program has been used as security, has been paid in full, and a liability to the Administrator no longer exists. This assignment of proceeds is not affected should the Assignor become in Default under the Repayment Agreement.

For the purposes of giving effect to any of the Assignor's undertakings under this Agreement, the Assignor shall make, execute and deliver to the BRM Program and/or the Administrator, any documents or agreements as the BRM Program and/or Administrator may reasonably request.

The Assignor hereby authorizes:

- a) The BRM Program to disclose his/her/their information, including personal information within the meaning of *Personal Information Protection and Electronic Documents Act (PIPEDA)* or legislation applicable within their jurisdiction, to the Administrator, other APP Administrators, and AAFC for the purpose of administering the APP. The information collected may include, but is not limited to: insurance information such as coverage levels, production/inventory reports, claims and income/expenses related to his/her/their business or farming operation.
- b) The Administrator to disclose his/her/their information, including personal information within the meaning of *Personal Information Protection and Electronic Documents Act (PIPEDA)* or legislation applicable within their jurisdiction, to the BRM Program administrator and AAFC for the purpose of administering the APP;
- c) AAFC to disclose his/her/their information, including personal information within the meaning of *Privacy Act* and *Access to Information Act* to the Administrator, other APP Administrators, and BRM Program administrator for the purpose of administering the APP;
- d) That the Assignor's information be used and protected in compliance with the *Privacy Act* and *Access to Information Act* or the legislation mentioned above, as applicable. It may be used to administer the APP and the BRM Program, as well as for:
 - a. assessment, auditing, statistical and other types of analysis and evaluation of the Program;
 - b. evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
 - c. contact the Assignor so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.
- e) That his/her/their corporate information may be disclosed among the parties for these purposes.

Where the BRM Program payment is the result of a Reseeding Benefit and the Producer has suffered a loss prior to the associated reseeded deadline, as established by the BRM Program administrator, the full payment will be provided to the Producer in order that they are able to reseed and ensure that they continue to qualify for a full crop insurance indemnity should additional losses be experienced.

1.6 SIGNATURES

Sealed, delivered and attested to by:

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APPENDIX 2

ADVANCE PAYMENTS PROGRAM (APP)
BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT
PROTECTED "A" ONCE COMPLETED

Name and title of Producer/Authorized Officer	Signature	Date (YYYY-MM-DD)
Name and title of Producer/Authorized Officer	Signature	Date (YYYY-MM-DD)
Name and title of Producer/Authorized Officer	Signature	Date (YYYY-MM-DD)
MAUREEN EYOLFSON, MANAGER, APP Name and title of Administrator	Signature	Date (YYYY-MM-DD)

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Part 3A: Declaration & Attestation for Individuals

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

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3.0 DECLARATION & ATTESTATION FOR INDIVIDUALS

3.1 DECLARATION OF THE APPLICANT

For the purposes of this Declaration, the Administrator means Manitoba Pork Credit Corporation.

Eligibility

- 1) I am applying as an individual for an Advance payment pursuant to the Advance Payments Program (APP).
- 2) I am of the age of majority in the province where the farming operation is located and a Canadian Citizen or a permanent resident.
- 3) I am the Producer of the Agricultural Product(s) for which this Application is made, the owner of the Agricultural Product(s), responsible for marketing it, and it will be sold in my name.
- 4) Neither I, nor any of Related Producers listed in Section 1.6.1 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) or the *Agricultural Marketing Programs Act* (AMPA).
- 5) Neither I, nor any of Related Producers listed in Section 1.6.1 of this Application and Repayment Agreement are ineligible under any 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).
- 6) I declare that I have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, am not subject to a receiving order under that Act, am 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*.

Other Advances

- 7) I have disclosed on Part 1 of the Application all advances that I have requested and/or have outstanding from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

Related Producers

- 8) I am not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in Part 1A of this Application and Repayment Agreement.
- 9) I have provided to the Administrator the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.
- 10) consent / do not consent (add a check beside the appropriate) to the Administrator redistributing advances among me and my related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of my advance, meaning that a portion may become interest-bearing and I will be therefore be responsible for paying the interest on it. I understand that the Administrator will notify me of any redistribution affecting my advance.

Security – Agricultural Product(s)

- 11) I declare that I grant a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) I produce in a subsequent Production Period and all proceeds of such, to the Administrator to secure the APP Advance.
- 12) If I am requesting an Advance on a Storable Agricultural Product(s) in Post-production or Livestock, I have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 13) I declare that in the case of Agricultural Product(s) that is: Storable, Non-Storable, or Livestock, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.
- 14) I understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve me from the obligation to repay the advance(s).
- 15) I will notify the Administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement.
- 16) I have listed on Part 1 of the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 17) No other person than those listed in Part 1 of this Application and Repayment Agreement has an interest in the Agricultural Product(s) with respect to which this Application is made.
- 18) I have submitted to the Administrator the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s) listed in Part 2 of this Application and Repayment Agreement.
- 19) I declare that I have multi-peril insurance on my farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on the farming operation for the purposes of this Repayment Agreement, and/or that where

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Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I have confirmed that these storage facilities have such multi-peril insurance.

- 20) I agree that, if requested, I will provide the Administrator with additional documentation necessary to confirm that I have sufficient Agricultural Product(s) to secure the Advance. If required, I will consent to an inspection to verify the same.

Security – BRM Program(s)

- 21) As indicated in section 1.2 of Part 1B of this Application, I have made an application for Production Insurance and/or am participating in an eligible Business Risk Management (BRM) program as outlined in Part 2 of this Application and Repayment Agreement and I have submitted a duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
- 22) I will notify the Administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 23) I have listed on Part 1 of the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 24) I have submitted to the Administrator the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 25) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 26) 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 reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 27) I acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.

Personal Information and Privacy

- 28) I have read the following privacy notice informing me of AAFC's use of my personal and business information.

The personal and/or business information collected through these forms, or otherwise collected for the purposes of my application and/or participation under Program, is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*.

By signing this Declaration form, I am indicating that I understand and consent to the following:

The APP is a federal program delivered by third-party Administrators, which will collect and use my personal and/or business information to administer the program on AAFC's behalf.

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.

I authorize the Administrator to:

- (a) collect my personal and/or business information contained in, with, or pursuant to this Application and Repayment Agreement and other APP forms;
- (b) disclose my personal and/or business information, as well as associated records and documentation, to Agriculture and Agri-Food Canada for the purposes of administering the program, as well as for purposes that include but are not limited to those listed below;
- and
- (c) disclose my personal and/or business information, as well as associated records and documentation, to the lender, other APP Administrators, provincial governments, their agencies and administrators of other Eligible BRM Programs, for the purposes of verifying APP entitlements, assignments and realization of security.

I understand that for further information regarding the use of my personal and/or business information by the APP Administrator or to make a formal request for access to my personal information, I can contact the Administrator through which I am applying.

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Personal and/or business information disclosed to AAFC will be used to administer the program in accordance with the *Privacy Act and Access to Information Act*. Personal and/or business information disclosed to AAFC may also be used for purposes that include but are not limited to:

- (a) assessment, auditing, statistical and other types of analysis and evaluation of the Program;
- (b) evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
- (c) contact me so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.

I understand that if the Advance goes into Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt due to the Crown, my information, including the amount owed, will be shared with other organizations, including credit bureaus.

I have the right to request access to and correction of my personal information. Should I have questions concerning my personal information and its accuracy, use, or privacy, I understand that I can contact:

Access to Information and Privacy Director
 Agriculture and Agri-Food Canada,
 Floor 10, 1341 Baseline Road, Tower 7
 Ottawa ON K1A 0C5
 email: aafc.atip-aiprp.aac@agr.gc.ca

and reference AAFC's Personal Information Bank: Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2026).

Information on the Privacy Act and Access to Information Act is available at the following website: <https://laws-lois.justice.gc.ca/>. For further information about these Acts please contact the Access to Information and Privacy Director at aafc.atip-aiprp.aac@agr.gc.ca.

General

- 29) I understand that the **Advance Rate per unit used to calculate my Eligible Advance** was obtained by subtracting the Administrator's **Percentage of 3.00 from 100%** and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 30) I acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.
- 31) I agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while I have advances outstanding under the program.
- 32) If I am a current or former public office holder, public servant or Member of the House of Commons, I am not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.
- 33) Pursuant to Section 23(4) of the AMPA, I agree that if I reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per Section 5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 34) I understand that an appeal process is in place for cases where the Application is rejected. I understand that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. I will not be able to appeal the advance amount(s) it is determined that I am eligible to receive under the program.

Application and Repayment Agreement

- 35) I declare that this Application is consistent with the purpose of the APP.
- 36) I certify that all of the information provided in this Application is true and correct in every respect.
- 37) I understand that failing to comply with application requirements may delay the processing of the Application or may render me ineligible for receiving an advance under the Program.
- 38) I understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of **five (5) years**, or a period agreed to by the Administrator and the Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.

Part 3A: Declaration & Attestation for Individuals

**ADVANCE PAYMENTS PROGRAM (APP)
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39) I have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this Application and agree to comply with such Terms and Conditions.

3.2 PRODUCER ATTESTATION

✓ Sign and date the declaration below attesting that the information provided on the Application is complete and accurate.

Signature of Application and Repayment Agreement for Individual Producer:

- I declare that the above information is true and accurate based on my knowledge at the time of completion.
- I declare that I have completed and signed an Advance Payments Program Application and Repayment Agreement.
- I agree to comply with all of the Terms and Conditions included in this Advance Payments Program Application and Repayment Agreement.

Signature of Producer

Date (YYYY-MM-DD)

3.3 ADMINISTRATOR ATTESTATION

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

Signature of Administrator

Date (YYYY-MM-DD)



**Part 2A: Advance Info & Terms and Conditions –
Livestock with AgriStability/ASRA**

**ADVANCE PAYMENTS PROGRAM (APP)
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2.0 APPLICATION: ADVANCE INFO - LIVESTOCK WITH AGRISTABILITY/ASRA

Producer Name:

APP ID:

INSTRUCTIONS:

- ✓ **Use this Application for advances on Livestock pledging AgriStability and/or Assurance stabilisation des revenus agricoles (ASRA) as security under the APP.**

General

- ✓ Advances should only be issued on Livestock that the Producer expects to be marketed by the end of the Production Period.
- ✓ Use the Administrator's Advance Rate(s) for the calculation of this worksheet.
- ✓ The Producer must not have more than **one million dollars (\$1,000,000)** outstanding in Advances, including as a result of the overlap between Program Years and amounts issued to Related Producers.
- ✓ The interest-free Advances are limited to the first **two hundred fifty thousand dollars (\$250,000)** issued per Program Year and will be limited by other interest-free amounts issued to the Producer and/or other Related Producers.
- ✓ Advance amounts issued above the applicable interest-free limit for a Program Year shall be interest-bearing.

Security

- ✓ The producer must grant a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure the APP Advance.
- ✓ The Producers must **always** provide AgriStability/ASRA documentation to prove program participation.
- ✓ The Advance is not limited by the security; however, Producers must **always** maintain the security coverage until the APP Advance has been repaid in full.

Default

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

The full impact of a default is detailed in section 5.0 Default and subsection 6.2 Interest Rate of the Terms and Conditions of this Repayment Agreement and is summarized below:

- ✓ The interest-free benefit is lost;
- ✓ Default interest is charged at the **Prime Rate plus one percent (Prime +1%) [simple interest or compounded monthly]** on the amount of the outstanding guarantee amount from the date the Advance was issued to the date the Producer was declared in default;
- ✓ Default interest is charged at the **Prime Rate plus three percent (Prime +3%) [simple interest or compounded monthly]** on the amount of the Producer's liability from the date of default until the liability is repaid in full;
- ✓ A one-time **Default Management Fee of \$500.00** is charged immediately on default; and
- ✓ Defaulted producers could face an ineligibility period. Refer to subsection 5.5 of the Terms and Conditions for details.

For CONTINUOUS FLOW OPERATIONS

- ✓ Only one twelve (12) month Continuous Flow Operation Advance Cycle is allowed per Program Year.

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

Part 2A: Advance Info & Terms and Conditions – Livestock with AgriStability/ASRA

**ADVANCE PAYMENTS PROGRAM (APP)
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Program Name: ASRA (if applicable)	Program ID:
2.3 MAXIMUM ELIGIBLE ADVANCE (C)	2.4 ADVANCE ISSUED TO PRODUCER
\$	\$

2.5 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. Important Terms

- 1.1. "AAFC" means Agriculture and Agri-Food Canada.
- 1.2. "Administrator" means **Manitoba Pork Credit Corporation**.
- 1.3. "Advance" means, for the purpose of this Application and Repayment Agreement, an Eligible Advance based on inventory of an eligible Livestock.
- 1.4. "Advance Cycle" means a period of up to twelve (12) months that starts when the producer is issued an Advance and ends no later than the end of the Production Period.
- 1.5. "Advance Rate" means, for the purpose of this Repayment Agreement, the rate of issuance applicable to Advances issued prior to **March 31, 2027**.
- 1.6. "AMPA" means *Agricultural Marketing Programs Act*.
- 1.7. "APP" means the Advance Payments Program.
- 1.8. "Application" means Section 1 and Subsections 2.0 to 2.4 of this Application and Repayment Agreement.
- 1.9. "BRM Program Coverage Report" means a report from the Agency responsible for the administration of the Eligible BRM program used as security in case of default, wherein the Producer demonstrates their participation in the Eligible BRM program.
- 1.10. "Continuous Flow Operation" means a farming operation where Livestock that are sold are constantly replaced by new ones so that the number of head of Livestock in inventory remains constant and sufficient to support the outstanding Advance.
- 1.11. "Eligible Advance" means the advance amount the Producer is entitled to as stated in Section 2.4 of the Application.
- 1.12. "Eligible BRM Program" means an eligible Business Risk Management program, as listed in the Schedule of AMPA or otherwise made eligible by regulation, for which the Producer declared being a participant and that is used by the Producer as security on a Livestock Advance.
- 1.13. "ESCAP" means the Enhanced Spring Credit Advance Program.
- 1.14. "His Majesty" means His Majesty the King in Right of Canada.
- 1.15. "Livestock" means cattle, hogs, goats, sheep, bison and any other animal designated by regulation, and as listed in section 2.1 of the Application.
- 1.16. "Minister" means the Minister of Agriculture and Agri-Food Canada or any person authorized to act on his or her behalf.
- 1.17. "Producer" means the individual or Corporation/Cooperative/Partnership identified in Part 1 of the Application.
- 1.18. "Production Period" means the period used for the purpose of the issuing and repayment of Advances for an Agricultural Product under this Repayment Agreement, which commences on **2026-04-01 and terminates on 2027-09-30**.
- 1.19. "Program Year" means the period used to manage program limits as per Subsections 9(1) and 20 (1) of the AMPA and, for the purpose of this Repayment Agreement, this period is 2026, which commences on **2026-04-01 and terminates on 2027-03-31**.
- 1.20. "Repayment Agreement" means the completed Application and these Terms and Conditions signed by the Producer and an authorized representative of the Administrator.
- 1.21. "SCAP" means the Spring Credit Advance Program.
- 1.22. "Terms and Conditions" means the content of Section 2.5 of this Application and Repayment Agreement.

2. Issuance of the Advance

- 2.1. The Administrator shall issue an Advance based on the inventory(ies) of eligible Livestock and corresponding Advance Rate(s) listed in Section 2.1 of the Application and which is in accordance with Section 2.4 of the Application upon the execution of this Repayment

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

Agriculture and
Agri-Food CanadaAgriculture et
Agroalimentaire CanadaAdvance Payments
ProgramProgramme de
paiements anticipés

Part 2A: Advance Info & Terms and Conditions – Livestock with AgriStability/ASRA

ADVANCE PAYMENTS PROGRAM (APP) APPLICATION & REPAYMENT AGREEMENT

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Agreement by the Administrator. The Producer must provide a BRM Program Coverage Report demonstrating participation in the Eligible BRM Program(s) listed in Section 2.2 of the Application.

- 2.2. Any Advance on eligible Livestock, whether for a standard or Continuous Flow Operation, or any instalment on such an Advance, shall be issued prior to the date specified in Subsections 1.5 of these Terms and Conditions, as applicable.
- 2.3. In applying for an Advance, the Administrator will charge the Producer an **application fee of \$1,000.00**.
- 2.4. The Administrator may, with the consent of the producers, redistribute advances among related producers in order to maximize the interest-free benefits. Consent shall be provided through the signing of Part 3 (Declaration) of this Application and Repayment Agreement. Redistribution of advances in this way is not retroactive, but shall take effect on the day the change is made by the Administrator. The Administrator will notify affected producers of the resulting changes to their advances.
- 2.5. Where, despite the requirements of 2.1 of these Terms and Conditions, the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

3. Repayment of the Advance

- 3.1. The Producer shall fully repay the amount of the Advance as specified in Section 2.4 of the Application, including accumulated interest and any costs/fees charged to the Producer, to the Administrator by the end of the Production Period in accordance with the following:
 - 3.1.a. where an Agricultural Product(s), in respect of which the Advance is made, is **sold to a buyer** named by the Administrator, by authorizing each buyer to withhold from such proceeds an amount in respect of each sold unit of Agricultural Product(s) and at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application), and to remit to the Administrator such amounts withheld until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid; or
 - 3.1.b. **for a Standard Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **thirty (30) calendar days** of receipt of payment, an amount at the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. Each repayment should be supported by proof of sale; or
 - 3.1.c. **for a Continuous Flow Advance**, where the Producer otherwise sells or disposes of that portion of Agricultural Product(s) in respect of which the Advance is made, by paying directly to the Administrator for each unit of Agricultural Product(s) within **twelve (12) months from the date the Advance was made but no later than the end of the Production Period**, an amount at no less than the Advance Rate(s) in effect at the time the Advance was issued (per Section 2.1 of the Application) until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid.
- 3.2. Where Agricultural Product(s) in respect of which an Advance was made is sold or disposed of, the Producer shall provide proof of sale or disposal documentation to the Administrator no later than **twenty-one (21) calendar days** after the **end of the applicable Production Period**.
- 3.3. In addition to the mandatory payments under Paragraphs 3.1.a, 3.1.b, or 3.1.c of these Terms and Conditions above, the Producer may choose to reimburse the Advance:
 - 3.3.a. by making a repayment(s) without proof of sale prior to or on the last day of the Production Period of up to the greater of \$10,000 or ten percent (10%) of the total amount of the Advance issued. If the Producer chooses to repay an amount in excess of such amounts without providing proof of sale for the Agricultural Product(s), the Producer will be charged an interest penalty at the rate outlined in Paragraph 6.1.c of these Terms and Conditions, on the excess amount from the day the Advance was issued to the day the repayment was made. The Producer shall have **thirty (30) calendar days** to pay the interest penalty or be declared in default;
 - 3.3.b. by assigning or paying directly to the Administrator any amount payable to or received by the Producer under an Eligible BRM Program listed in Section 2.2 of the Application within **five (5) calendar days** of receipt of such amounts until all the Advances made to the Producer and the interest payable by the Producer on those Advances are repaid. The Administrator will reimburse any amount received from the Eligible BRM Program in excess of the outstanding Advance to the Producer within **seven (7) calendar days** of receipt;
 - 3.3.c. by paying directly to the Administrator any amount received by the Producer, not exceeding the proceeds evidenced by proof of sale; or
 - 3.3.d. notwithstanding Paragraph 3.3.a of these Terms and Conditions, by making a repayment without providing proof of sale if the

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



MANITOBA PORK CREDIT CORPORATION

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Administrator is satisfied that the Agricultural Product(s), in respect of which the Advance was made, has not been disposed of by the Producer at the time of repayment. As such, third-party verification will need to be provided or an inspection conducted, and may be at the expense of the Producer, including **the Administrator's inspection fee of \$0.00.**

- 3.4. In the event that the Producer repays the amount of the Advance to the Administrator by selling the Agricultural Product(s) or part of the Agricultural Product(s) to a buyer(s) in the manner described in Paragraph 3.1.a of these Terms and Conditions, the Producer shall:
- 3.4.a. indicate in writing to the Administrator to which buyer(s), named by the Administrator, the Agricultural Product(s) will be sold, prior to selling said product(s) to said buyer(s);
 - 3.4.b. notify the Administrator immediately upon receiving any information to the effect that said buyer(s) is not promptly remitting to the Administrator the amount so withheld; and
 - 3.4.c. remain liable to the Administrator for repayment of any part of the Advance where said buyer(s) has failed to remit to the Administrator that part of the Advance withheld by it pursuant to its Agreement with the Administrator.
- 3.5. The Producer agrees that the full amount of repayments received by the Administrator will be applied first to the portion of the Advance on which the Minister pays the interest (i.e., the interest-free portion) until it is repaid, before being applied to any other amount owing under this Repayment Agreement, in the following order:
- 3.5.a the interest that accrues on the interest-bearing advance, until it is repaid;
 - 3.5.b the interest-bearing advance;
 - 3.5.c any penalties related to repayment without proof of sale and late repayment; and
 - 3.5.d any other outstanding fees and/or costs charged by the Administrator until they are repaid.
- 3.6. If a Producer that is an individual (sole proprietor) dies or is declared legally incapable of making decisions, no interest penalty will be applied for failing to provide proof of sale or documentation of disposal.

4. Security Interests

- 4.1. The Producer hereby grants a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure repayment of the debt owing to the Administrator arising from this Repayment Agreement. The Producer declares that the Administrator's security interest in the Agricultural Product(s) shall rank prior to the interest of any other secured creditor. The Producer confirms that signed priority agreements have been obtained from all secured creditors who have or may be entitled to a security interest in the Agricultural Product ranking ahead of the Administrator, including those listed in Section 1.7 of the Application or otherwise identified through lien search. The Producer agrees that upon default, the Administrator has the right to seize the Producer's Agricultural Product(s), and any Agricultural Product(s) produced in a subsequent Production Period, wherever situated, sell the Agricultural Product(s) as it sees fit, and apply the sales proceeds to reduce the Producer's debt owing to the Administrator arising from this Repayment Agreement, including interest and any default management costs, until fully repaid.
- 4.2. To further secure the Advance, the Producer hereby irrevocably assigns their current year, and any future year, payments under the Eligible BRM Program(s) listed in Section 2.2 of the Application to the Administrator to secure repayment of the debt owing under this Application and Repayment Agreement until it is fully repaid. The Producer agrees that once in default these BRM Program payments will be paid automatically to the Administrator to offset the debt owing under this Repayment Agreement is repaid in full. The Producer declares that the assignment of these BRM Program payments to the Administrator takes priority over any other security interest. The Producer confirms that all necessary signed priority agreements with any secured creditor have been obtained such that the Administrator's security interest in these BRM Program payments ranks in priority to any other interests. The Producer agrees and understands that the Administrator may register financing statement(s) on these BRM Program payments at such provincial Property Security registries as the Administrator determines advisable. The Producer hereby waives all rights to receive from the Administrator a copy of any financing statement or confirmation statement issued at any time respecting the Administrator's security interest in these BRM Program payments.
- 4.3. **For a Continuous Flow Operation**, the level of inventory on which the Advance was calculated must be the minimum inventory maintained throughout the Advance Cycle.
- 4.4. Through no fault of the Producer, should the quantity of the Agricultural Product(s) used to secure the Advance not be sufficient to justify the outstanding Advance, the Administrator shall notify the Producer that they have **thirty (30) calendar days** to either repay the part of the outstanding Advance that exceeds the reduced coverage or make application for an advance on another Agricultural Product(s) and have the proceeds of the advance amount applied to the deficit. Failing this, the Producer will be declared in default. Upon reimbursement of the part of the outstanding Advance that exceeded the reduced coverage, if the Advance was under the terms



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and conditions for a Continuous Flow Operation, the Producer remains eligible for said terms and conditions on the outstanding balance of the Advance.

- 4.5. Should the quantity of the Agricultural Product used to secure the Advance be reduced, through an act of the Producer, and not be sufficient to cover the outstanding Advance, the Producer will be immediately declared in default. If the outstanding Advance was under the terms and conditions for a Continuous Flow Operation, the Administrator must also notify the Producer of the loss of the benefits under the terms and conditions for Continuous Flow Operations and that a repayment will have to be made with every subsequent sale.
- 4.6. For the purposes of giving effect to any of the Producer's undertakings under the Repayment Agreement, notably concerning the priority agreement, the security and assignment of rights, the Producer shall make, execute and deliver to the Administrator any documents or agreements as the Administrator may reasonably request, including security agreements, assignments and financing statements.
- 4.7. With the exception of addressing an overpayment as per Section 4.4, the Agricultural Product(s) used to secure an advance cannot be changed following receipt by the Administrator of the BRM Program Coverage Report or of other means of confirmation of Production Units.
- 4.8. If at any time while the Advance remains outstanding the Administrator believes the applicant may not have the necessary Livestock inventory(ies), the Administrator reserves the right to request additional documentation required to confirm that the applicant has sufficient Livestock inventory(ies) to secure the Advance. In such instances, the Administrator may also conduct an inspection at their discretion.

5. Default

- 5.1. The Administrator shall declare a Producer in default and immediately inform the Producer of the same, if the Producer:
 - 5.1.a. provides false or misleading information to the Administrator for the purpose of obtaining a guaranteed Advance, or evading compliance with an undertaking to repay amounts owing;
 - 5.1.b. is, in the Administrator's opinion, at fault for causing or contributing to a decrease in the value of the security taken by the Administrator on the Advance(s) taken under this Repayment Agreement, and as a result, in the opinion of the Administrator, the value of the security is less than the amount outstanding on the Advance(s);
 - 5.1.c. has not met all of the obligations under this Repayment Agreement within **twenty one (21) calendar days** after the day on which the Administrator mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Administrator, adequate opportunity to meet the obligation, and requesting that the Producer meet it;
 - 5.1.d. has not met all their obligations under the Repayment Agreement at the **end of the Production Period** for which the Advance was made;
 - 5.1.e. has recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, is subject to a receiving order under that Act, or is bankrupt, or is seeking protection under any other insolvency or bankruptcy related statute and has not met their obligations under the Repayment Agreement; or
 - 5.1.f. at any time breaches irremediably any substantial obligation under the Repayment Agreement or under the terms of a Stay of Default.
- 5.2. Upon default, the Producer is liable to the Administrator for:
 - 5.2.a. the outstanding amount of the guaranteed Advance;
 - 5.2.b. the default penalty interest as specified and at the rates specified in paragraph 6.2.a of these Terms and Conditions on the outstanding amount of the Advance as specified in paragraph 5.2.a, calculated from the date the Advance was issued to the date the Producer was declared in default;
 - 5.2.c. the default penalty interest as specified and at the rates specified in paragraph 6.2.b of these Terms and Conditions on the Producer's liability from the date of default until the liability is repaid in full;
 - 5.2.d. the costs incurred by the Administrator to recover the outstanding amount and interest, including legal costs approved by the Minister, which may be recovered from the Producer in the form of a **default management fee of \$500.00**. Where applicable, the default management fee is due to the Administrator no later than **15 calendar days** following the date the Producer is notified of the fee; and
 - 5.2.e. all other outstanding amounts under this Repayment Agreement.
- 5.3. The Producer agrees that upon default, based on the assignment set out in Section 2.2 of the Application and Subsection 4.2. of the Terms and Conditions, the Administrator has the right to use the amounts payable to the Producer under the Eligible BRM Program for

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**Part 2A: Advance Info & Terms and Conditions –
Livestock with AgriStability/ASRA**

**ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT**

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the repayment of the amount of the Advance plus interest costs provided for in this Repayment Agreement. Such assignments will be registered at the time of the Advance.

- 5.4. If the Producer is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to all rights of the Administrator against the defaulted Producer and against any other persons liable under this Repayment Agreement. The Producer is liable to the Minister for the outstanding amounts stated in paragraphs 5.2.a, 5.2.b, and 5.2.c of these Terms and Conditions, as well as the costs incurred by the Minister to recover these amounts, including legal costs.
- 5.5. For the purpose of a default under this Repayment Agreement, the following ineligibility period requirements will be applied by the Administrator:
- 5.5.a. **No ineligibility period** where the defaulted Advance is repaid within six (6) months of being declared in default;
 - 5.5.b. An ineligibility period of **one (1) year from the date of full repayment** where the defaulted Advance is repaid beyond six (6) months of being declared in default;
 - 5.5.c. An ineligibility period of **two (2) years from the date of full repayment** where the Producer has defaulted twice within the last three (3) years that the Producer has participated in the program;
 - 5.5.d. An ineligibility period of **three (3) years from the date of full repayment** to AAFC where the defaulted file has been paid under the guarantee by the Minister;
 - 5.5.e. An ineligibility period of **six (6) years from the date of recovery** of the debt in accordance with the terms of a compromise settlement;
 - 5.5.f. An ineligibility period of **three (3) years from the date of full repayment** where the Minister has had to write off the Producer's debt under the program; or
 - 5.5.g. An ineligibility period of **seven (7) years from the date of discharge** where the Producer has declared bankruptcy under the *Bankruptcy and Insolvency Act*, or under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act*.
- 5.6. Pursuant to Section 23(4) of the AMPA, the Producer agrees that if they reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of **six (6) years** from the day on which the Minister is subrogated as per section 5 of the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 5.7. If the Producer is in Default, and the Default amount is repaid by the Minister under the Guarantee, becoming a debt to the Crown, the Producer's information, including the amount owed, will be shared with other organizations, including credit bureaus.

6. Interest Rate

- 6.1. The interest payable by the Producer during the Program Year while in compliance with the AMPA and this Repayment Agreement will be:
- 6.1.a. Zero percent (0%) on the amount designated as interest-free;
 - 6.1.b. **Prime percent [simple interest or compound monthly] on the amount designated as interest-bearing.** If the interest rate negotiated with the Toronto – Dominion Bank is different than what is charged to the Producer by the Administrator, the difference should be used to cover the costs of administering the APP;
 - 6.1.c. **Prime + 1.00 percent in penalty interest** in the event the Producer chooses to repay an amount in excess of the limit outlined in Paragraph 3.3.a. of these **Terms and Conditions without providing proof of sale.** The penalty interest will be applied to the amount in excess of the limit from the date the Advance was issued to the day the repayment was made and shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** of the end of the Production Period; and
 - 6.1.d. **Prime + 1.00 percent in penalty interest in the event that the Producer, with respect to the requirements in Section 3.1.b., is late making a repayment.** The penalty interest will be applied to the amount that was repaid late over the number of days it was late. The penalty shall be paid by the Producer to the Administrator no later than **twenty-one (21) calendar days** from the end of the Production Period.
- 6.2. In the event that the Producer is declared in default, the default penalty interest payable by the Producer will be:
- 6.2.a. the Toronto – Dominion Bank Prime Rate plus one percent (Prime +1%) [simple interest or compound monthly] on the amount of the outstanding guaranteed Advance referred to in paragraph 5.2.a of these Terms and Conditions from the date the Advance was issued to the date the Producer was declared in default; and
 - 6.2.b. the Toronto – Dominion Bank Prime Rate plus three percent (Prime +3%) [simple interest or compound monthly] on the amount of the outstanding Producer's liability referred to in paragraphs 5.2.a, 5.2.b, and 5.2.c of these Terms and Conditions from the date of default until the liability is repaid in full.

**Part 2A: Advance Info & Terms and Conditions –
Livestock with AgriStability/ASRA****ADVANCE PAYMENTS PROGRAM (APP)
APPLICATION & REPAYMENT AGREEMENT****PROTECTED "A" ONCE COMPLETED**

proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*, the Producer's application must be rejected.

- 7.14. No amendment to this Repayment Agreement which may result in the reduction of the value of the security pursuant to Section 4.0 of these Terms and Conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister.
- 7.15. Unless authorized by the Minister, any amendment to the Repayment Agreement as per Subsection 7.14 of these Terms and Conditions will not be retroactive and will come into force on the day that the amendment is signed. The Parties recognize that any interest benefit received as a result of Paragraph 6.1.a. of these Terms and Conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.16. All parties herein agree that should there be any discrepancies between this Repayment Agreement and the *AMPA* and its regulations, the *AMPA* and its regulations will supersede this Repayment Agreement.
- 7.17. The Producer agrees that AAFC on behalf of the Minister may contact them for the purpose of evaluating the program.
- 7.18. If the Producer knowingly misrepresents information and/or fails to provide information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, all benefits under the APP may be forfeited and the Producer may be subject an APP ineligibility period of **five (5) years, or a period agreed to by the Administrator and the Minister**, exclusion from the APP and/or other Agriculture and Agri-Food Canada programs, and prosecution.
- 7.19. An appeal process is in place for cases where the Application is rejected. The appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application. The appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) it is determined that they are eligible to receive under the program.
- 7.20. Where the Administrator has submitted the Producer's file to AAFC for payment by the Minister under the guarantee and where AAFC has recovered the outstanding debt from the Producer in full or in part through a compromise settlement, and where there are still Default Management Fees owing to the Administrator by the Producer, the Administrator reserves the right to continue to pursue the repayment of these Default Management Fees from the Producer.

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

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1.1 BASIC INFORMATION					
Producer Name (herein referred to as the "Producer")			APP ID		
List of Agricultural Products (herein referred to as the "Agricultural Product(s)"):					
Product No. 1 HOGS	Product No. 2	Product No. 3	Product No. 4	Product No. 5	Product No. 6
1.2 DEFINITIONS					
BRM means the Business Risk Management program(s) listed in the <i>Agricultural Marketing Programs Act</i> that can be used to secure an Advance.					
1.3 ADMINISTRATOR INFORMATION (herein referred to as the "Administrator")					
Name: Manitoba Pork Credit Corporation		Phone: 204-233-1913		Fax:	
Street Address: 28 Terracon Place		City/Town: Winnipeg		Province: Manitoba	
				Postal Code: R2J 4G7	
1.4 CREDITOR INFORMATION (herein referred to as the "Creditor")					
Name:		Phone:		Fax:	
				Transit No. (if applicable):	
Street Address:		City/Town:		Province:	
				Postal Code:	
PART 1 – Complete this part if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s).					
<input checked="" type="checkbox"/> A separate signed Priority Agreement is required for <u>each secured creditor</u> listed on Part 1 of the Application or identified through a lien search. This may include, but is not limited to: banks with General Security Agreements on all of the applicant's property, input suppliers that have provided financing and have taken a security interest on the Agricultural Product(s) to secure the financing, etc.					
The Creditor does hereby consent that:					
<p>In consideration of an advance being issued under the APP by the Administrator to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was issued, or the BRM program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product(s) or any BRM program payment(s) relating to the Agricultural Product(s) given by the Producer to the Creditor, whether such security was given under the authority of the <i>Bank Act</i> or under the authority of a personal property security legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance issued under the APP up to the lesser of the principal amount of \$1,000,000 or the amount of \$ _____, as set out in the Repayment Agreement entered into between the Producer and Administrator on _____ (YYYY-MM-DD), plus interest on that amount and any potential collection and legal costs. Any BRM program proceeds payable to the Producer from the date this Agreement is signed until full payment of the above-mentioned amounts shall be sent to the Administrator.</p> <p>Notwithstanding the priorities set out in this Agreement, where the Creditor is a Bank or Lending Institution, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of the Administrator, the Creditor shall have no obligation to the Administrator with respect to any monies in any other account of the Producer maintained with the Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its security.</p> <p>Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other party.</p>					

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

PROTECTED "A" ONCE COMPLETED

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

The Creditor has / has not (please check one) taken an assignment of the Producer's AgriStability payments related to the Agricultural Product(s).

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

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

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

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

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

The Creditor hereby consents that:

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

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

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

IN WITNESS WHEREOF all parties hereunto set their hands and seals

Name of the Creditor

Name and Title of Authorized Officer of Creditor

Signature of Authorized Officer of Creditor

Date (YYYY-MM-DD)

Manitoba Pork Credit Corporation
Name of the Administrator

Maureen Eyolfson, Manager APP
Name and Title of the Authorized Officer of Administrator

Signature of Authorized Officer of Administrator

Date (YYYY-MM-DD)

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

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<p>_____ Name of the Producer</p> <p>_____ Signature of Producer or its Authorized Officer</p> <p style="margin-left: 300px;">_____ Date (YYYY-MM-DD)</p> <p>_____ Witness (where Producer is an individual)</p> <p style="margin-left: 300px;">_____ Date (YYYY-MM-DD)</p>	
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