

**SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) – AG COMMODITY
PRIORITY AGREEMENT WITH A SECURED CREDITOR**

PROTECTED “A” ONCE COMPLETED

1.1 BASIC INFORMATION

Producer Name (herein referred to as the “Producer”)	APP ID
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List of Agricultural Products (herein referred to as the “Agricultural Product(s)”):

Product No. 1	Product No. 2	Product No. 3	Product No. 4	Product No. 5	Product No. 6
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1.2 DEFINITIONS

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

1.3 ADMINISTRATOR INFORMATION (herein referred to as the “Administrator”)

Name: SSFPA	Phone: 866-553-7372	Fax: 250-729-7510	
Street Address: 2214 SUN VALLEY DRIVE	City/Town: NANAIMO	Province: BC	Postal Code: V9T 6E8

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).

A signed Priority Agreement is required for each secured creditor listed on Part 1 of the Application or found through a lien search.

The Creditor does hereby consent that:

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 *Bank Act* or under the authority of a personal property security legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance 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.

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.

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.

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 _____ (name of BRM program) payments related to the Agricultural Product(s).

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture 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.Privacy-vieprivée.AAC@CANADA.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program, PPU 140*. (2021).

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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 options 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 British Columbia

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)

SSFPA

Name of the Administrator

NELSON BARSÌ CO-ADMINISTRATOR

Name and Title of the Authorized Officer of Administrator

Signature of Authorized Officer of Administrator

Date (YYYY-MM-DD)

Name of the Producer

Signature of Producer or its Authorized Officer

Date (YYYY-MM-DD)

Witness (where Producer is an individual)

Date (YYYY-MM-DD)

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