

**SSFPA 2020 – 2021 ADVANCE PAYMENTS PROGRAM (APP) - GREENHOUSE
BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS - ASSIGNMENT AGREEMENT**

PROTECTED "A" ONCE COMPLETED

1.1 PRODUCER AND ADMINISTRATOR INFORMATION

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

Between _____ (Individual/Partner/Corporation/Cooperative), hereinafter referred to as the 'Assignor' and Small Scale Food Processor Association - SSFPA, hereinafter referred to as the 'Administrator'.

This Assignment Agreement is for all proceeds, up to the amount set in Part 1.3 below, payable to the Assignor under _____ (BRM program name) contract number _____ and is being used to secure Advances issued under the APP Repayment Agreement between the Producer and the Administrator dated _____(YYYY-MM-DD) and pursuant to the Advance Payments Program and the Agricultural Marketing Program Act (AMPA). Advances have been issued on the following Agricultural Product(s):

| Product #1 | Product #2 | Product #3 | Product #4 | Product #5 | Product #6 |
|------------|------------|------------|------------|------------|------------|
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1.2 DEFINITIONS AND ASSIGNMENT AGREEMENT

"Advance" means the money borrowed by the Producer through the APP.

"BRM" 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 Producer and the Administrator outlining the terms and conditions of the Producer's Advance under the APP.

"Producer" means the individual, partnership, corporation or cooperative that applied for an advance under the Advance Payments Program.

1.3 THE PARTIES HERETO AGREE THAT:

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 _____ (name the BRM program) in the current year and all future years until such a time as the Advance, in the amount of \$ _____ 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 Producer 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 administrator or the Administrator, any documents or agreements as the BRM administrator may reasonably request.

1.4 SIGNATURES

Sealed, delivered and attested to by:

| | |
|--|--------------------|
| _____ Name and title of Producer/Authorized Officer | _____ Signature |
| _____ Name and title of Producer/Authorized Officer | _____ Signature |
| _____ Name and title of Producer/Authorized Officer | _____ Signature |
| _____ Name and title of Administrator | _____ Signature |