



Producer #: \_\_\_\_\_

Reference #: \_\_\_\_\_

Date: \_\_\_\_\_

## **LETTER OF DIRECTION and UNDERTAKING**

**PRODUCER:** Name of Producer as it appears on DFNB records: x \_\_\_\_\_

Name of Producer's authorized business representative(s): x \_\_\_\_\_ x \_\_\_\_\_

Signature(s) of authorized business representative(s): x \_\_\_\_\_ x \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**LENDER INSTITUTION:** Name of Lender Institution \_\_\_\_\_

Address of Lender Institution \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lender Institution representative: \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### **PRODUCER DIRECTION AND UNDERTAKING:**

Producer hereby irrevocably authorizes and directs the Dairy Farmers of New Brunswick ("DFNB") to pay any and all proceeds, less any outstanding indebtedness due to DFNB, from the sale of Producer's daily production quota on the monthly exchange, to:

Print Name of Producer: \_\_\_\_\_, and

Print Name of Lender Institution: \_\_\_\_\_

AND SEND PROCEEDS BY CHEQUE TO THE FOLLOWING ADDRESS: \_\_\_\_\_

Should the Producer request of DFNB a daily production quota transfer exempt from the monthly exchange, otherwise known as an exempt transfer request, the Producer shall undertake to provide DFNB prior written consent of the exempt transfer request from the Lender Institution.

It is hereby understood and agreed that nothing in this Letter of Direction and Undertaking authorizes Producer to make any contract, agreement, warranty, or representation on DFNB's behalf, or to incur any debt or other obligation on DFNB. DFNB shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall DFNB be liable by reason of any act or omission of DFNB, its subsidiaries and affiliates, and/or their respective officers, directors, partners, employees, servants, representatives and agents, under this direction or for any claim or judgment arising therefrom against DFNB. Producer, and each of its officers, directors and shareholders, if applicable, shall indemnify and hold DFNB, its subsidiaries and affiliates, and/or their respective officers, directors, partners, employees, servants, representatives and agents harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with this direction and undertaking including, but not limited to, any acts, errors or omissions of any of the foregoing DFNB representatives in the fulfillment of the terms of this direction and undertaking as well as the costs, including legal fees, of defending against them.

AND it is further acknowledged and agreed that the letter of direction will control all monies received from the sale of the Producer's daily production quota on the monthly quota exchange, less any outstanding indebtedness due to DFNB. And the undertaking will control a Producer's exempt transfer request, if any. This Letter of Direction and Undertaking **is irrevocable** unless the Producer, Lender Institution, and DFNB execute a replacement Letter of Direction and Undertaking. Producer acknowledges having read and understood this Letter of Direction and Undertaking before signing.

Signature(s) of authorized business representative(s): x \_\_\_\_\_ x \_\_\_\_\_

**INTERMEDIARY:** The Dairy Farmers of New Brunswick hereby agree and undertake to pay the proceeds, less any outstanding indebtedness due to DFNB, from the sale of Producer's daily production quota on the monthly exchange to the above noted parties subject to the above noted terms and conditions.

Name of DFNB representative: \_\_\_\_\_ Signature of DFNB representative: \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_