

## 2017 CASH ADVANCE APPLICATION

### APPLICATION AND REPAYMENT AGREEMENT-ADVANCE WORKSHEET - Corporation/Cooperative/Partnership

PROTECTED "A" ONCE COMPLETED

#### GENERAL INFORMATION

- Use the Advance Rates provided below when completing your worksheets for advance.
- The interest free Advance is limited to the first \$100,000 issued per Program Year. Any Advance issued above that limit shall be interest bearing. (Prime +0%) and cannot exceed \$400,000 (including overlap between Program Years). All repayments are to be made to the interest free portion of your advance first.
- An random inspection of a Producer's Agricultural Product(s) may be performed by MLCA to ensure that there is sufficient product on hand to warrant any Advance issued.

#### STANDARD & CONTINUOUS FLOW LIVESTOCK ADVANCE :

- New Advance on 2017 Livestock - **Complete section 2.1 A (Page 8)**
- Sub-sequent 2017 Livestock Advance - **Complete section 2.3 A (Page 10)**
- Include copy of 2017 enrolment notice (**Cattle / Bison / Sheep/ Goats**)

#### CROP OR STORED CROP ADVANCE: Include valid confirmation of Crop Insurance (Coverage Detail/ Crop Proposal) – If using Agristability include copy of 2016 enrolment notice and Calculation of Program Benefits.

- **1<sup>st</sup> Instalment-Intended seeded Advance** - Complete Sections 2.1 B (Page 8) – **Copy 2017 Confirmation of Crop Insurance Required**
- **2<sup>nd</sup> Instalment –Actual seeded Advance** - Complete Sections 2.2 B (Page 9) –**Copy of 2017 Seeded Acreage Report due by July 31, 2017.**
- **Post-Harvest Advance worksheet** -Complete Sections 2.3(Page 11) - **Copy of Calculation of Indemnity/2017 HPR Crop Information Sheet Required (must be completed by no later than December 31, 2017)**
- **Stored Crop Advance**- Complete Sections 2.2 C (page 9)– **Copy of Calculation of Indemnity/ 2016 HPR Crop Information Sheet Required**

Commodity - Livestock	Province	Advance Rate (\$/head)	Province	Advance Rate (\$/head)
Feeder Calf (400-700 lbs)	MB	\$ 562.84	SK	\$ 566.96
Feeder Cattle (700-900 lbs)	MB	\$ 607.22	SK	\$ 622.74
Finished Cattle (up to 1250 lbs)	MB	\$ 719.49	SK	\$ 748.11
Finished Cattle (over 1250 lbs)	MB	\$ 937.02	SK	\$ 974.36
Organic Feeder Calf (400-700 lbs)	MB/SK/ON	\$ 971.69		
Organic Feeder Cattle (700-900 lbs)	MB/SK/ON	\$ 1,061.66		
Organic Finished Cattle (up to 1250 lbs)	MB/SK/ON	\$ 1,251.30		
Organic Finished Cattle (over 1250 lbs)	MB/SK/ON	\$ 1,629.60		
Feeder Bison (650-750 lbs)	MB/SK/AB/BC/YT	\$ 1,283.31	ON/QC/NB/NL/NS	\$ 1,249.36
Finished Bison (900-1050 lbs)	MB/SK/AB/BC/YT	\$ 1,711.80	ON/QC	\$ 1,664.52
Lamb (45-60 lbs)	MB / SK / AB	\$ 57.95		
Lamb (61-79 lbs)	MB / SK / AB	\$ 69.59		
Lamb (80-109 lbs)	MB / SK / AB	\$ 87.05		
Lamb (over 110 lbs)	MB / SK / AB	\$ 109.36		
Goats – kids (less than 50 lbs)	MB/ SK/ AB/ BC	\$ 40.98		
Goats –kids (50-70 lbs)	MB/ SK/ AB/ BC	\$ 72.50		
Goatlings (over 70 lbs)	MB/ SK /AB/ BC	\$ 87.54		
Commodity - Crops	Province	Rate /MT/	Province	Rate /MT/
Canola	MB	\$ 229.89	SK	\$ 231.83
Corn	MB	\$ 2.23/BU	SK	\$ 2.23/BU
Oats	MB	\$ 72.75	SK	\$ 72.75
Rye	MB	\$ 77.60	SK	\$ 77.60
Soybeans	MB	\$ 198.85	SK	\$ 194.00
Wheat	MB	\$ 106.70	SK	\$ 106.70
Barley	MB	\$ 77.60	SK	\$ 77.60
Breeding – Cattle – MB & SK	Advance Rate (\$/head)	Breeding - Other – MB & SK	Advance Rate (\$/head)	
Bull – Mature – More than 2 years	\$ 2,182.50	Goats – Mature Buck	\$ 185.99	
Bull – Yearling – Less than 2 years	\$ 1,867.25	Goats – Mature Doe	\$ 111.79	
Cow – Mature – Has Calved	\$ 1,139.75	Sheep – Ewe & Yearling Ewe	\$ 173.38	
Cattle – Heifers – Bred	\$ 1,115.50	Sheep – Ram	\$ 232.31	
Cattle – Heifers - Calf	\$ 776.00			

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<b>Section 2.3 A- Sub-subsequent Advance : LIVESTOCK OR ANIMAL INVENTORY (*Advance on additional inventory)</b>	
Producer Name:	APP#:

Please check one:     Standard     Continuous Flow                      Agristability Pin # \_\_\_\_\_

- ✓ Complete a new Priority Agreement & attached copy of additional CClA tag numbers for additional inventory
- ✓ Complete this form only if you have already received a 2017 advance and are applying for an advance on additional inventory.

Type of Livestock or Animal Province _____	Advance Rate		Standard Advance Inventory # of head	Cont. Flow permanent inventory /12 month # of head		Total
	lb \$	X			=	\$
	lb \$					\$
	lb \$					\$
<b>Total Advance Requested by Producer for Livestock or Animal</b>						\$

<input type="checkbox"/> I wish to receive an additional advance of \$ _____	
<ul style="list-style-type: none"> <li>✓ I have completed, signed and attached a new Priority Agreement for the amount indicated above.</li> <li>✓ This request is based on the agricultural product I have in inventory and I will keep the agricultural product adequately stored to ensure it remains in marketable condition until disposed of in accordance with the Terms and Conditions of the Repayment Agreement I have entered into under the APP.</li> <li>✓ I declare having completed and signed an Advance Payments Program Application and Repayment Agreement.</li> <li>✓ I declare that the above information is true and accurate at the time of completion and agree to repay the Administrator any difference, where applicable, as stated above.</li> <li>✓ I agree to comply with all of the terms and conditions included in this Application and Repayment Agreement.</li> </ul>	
_____ Signature of Authorized Officer	Date: _____ / _____ / _____ YYYY                      MM                      DD

<b>2.3.1 Total Advance Requested by Producer :</b>	<b>2.3.2 Total Advance Issued by Administrator:</b>

<b>Administrator Only: I declare having taken all necessary steps, in accordance with the AMPA, its Regulations, the Advance Guarantee Agreement, and APP administrations guidelines, to ensure, to the best of my abilities, that the current application by the Producer is accurate and complete before granting the abovementioned Advance.</b>	
_____ Signature of Administrator	Date: _____ / _____ / _____ YYYY                      MM                      DD

*The information on this form is collected under the authority of section 10 of the Agriculture Marketing Programs Act. Any personal information provided by the Administrator to Agriculture and Agri-Food Canada (AAFC) will be used to administer the APP in accordance with the Privacy Act. The information may also be used for statistical or evaluation purposes. Individuals have the right to request access and correction to their personal information. Should you have any questions concerning your 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-vieprivee.AAC@AGR.GC.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140.*

**2017 CASH ADVANCE APPLICATION**

PRIORITY AGREEMENT WITH A SECURED CREDITOR (PROTECTED "A" ONCE COMPLETED)

**1.1 BASIC INFORMATION** : A separate Priority agreement must be completed for each financial institution or creditor that has a security interest or lien in the Agricultural Product(s) for which the advance is issued on.

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 #1	Product #2	Product #3	Product #4	Product #5
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**1.2 DEFINITIONS**

**"BRM means the Business Risk Management Program" or "BRM" means any program(s) listed in the schedule of the Agricultural Marketing Programs Act that can be used to secure an advance; Advance.**

**1.3 Bank Information: Bank or Lending institution or Secured Party (herein after referred to as the "Creditor")**

Name of Creditor:	Located at:
Transit #:	Address:

Instructions: THE CREDITOR MUST CHECK EITHER PART 1 OR PART 2 and SIGN PART 3

**PART 1: The Creditor HAS a lien or security on the Agricultural Product(s).**

The Creditor does hereby consent that: In consideration of an advance being issued under the APP by Manitoba Livestock Cash Advance Inc. (herein referred to as 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) 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 payment up to the lesser of the principal amount of \$400,000 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 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, 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 of them.

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

(please check one) The Credit  has  has not 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), 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: The Creditor DOES NOT have a lien or security on the Agricultural Product(s)**

In consideration of an advance being issued by Manitoba Livestock Cash Advance Inc. (herein called 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

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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:**

1. BY ALL CREDITORS REGARDLESS OF SECURITY INTEREST OR LIEN,
2. BY THE PRODUCER
3. BY THE ADMINISTRATOR (MLCA)

This agreement shall be governed by and interpreted in accordance with the laws of the province of Manitoba.

IN WITNESS WHEREOF all parties hereunto set their hands

1.

Signature of Authorized Officer of Creditor:	Date: (yyyy/mm/dd)
Name of Creditor	Print name and Title of Authorized Officer of Creditor

2.

Print name of Producer:	Print name of Business:
Signature of Producer or Authorized Officer:	Date: (yyyy/mm/dd)
Signature of Witness:	Date: (yyyy/mm/dd)

Print name of Producer:	Print name of Business:
Signature of Producer or Authorized Officer:	Date: (yyyy/mm/dd)
Signature of Witness:	Date: (yyyy/mm/dd)

3.

Name of Administrator: <b>Manitoba Livestock Cash Advance Inc.</b>	Name and Title of the Authorized Officer of Administrator:
Signature of Authorized Officer of Administrator:	Date: (yyyy/mm/dd)