



**ADVANCE PAYMENTS PROGRAM (APP)
2020- APPLICATION & REPAYMENT AGREEMENT - Part 2 Advance Info.**

PROTECTED "A" ONCE COMPLETED

Section 2.0 (A)- Sub-subsequent Advance : LIVESTOCK (*Advance on additional 2020 inventory)

✓ Complete this form only if you have already received a 2020 Livestock advance and are applying for an advance on additional inventory.

Producer Name or Business Name: _____ APP#: _____

Please check one: Standard Continuous Flow Agristability Pin # _____

- ✓ Complete a new Priority Agreement
- ✓ Attach copy of additional CCIA tag numbers for additional inventory
- ✓ A 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.

2.1 (A) ELIGIBLE ADVANCE BASED ON LIVESTOCK INVENTORY

Type of Livestock Province _____	Advance Rate	X	Standard Advance Inventory # of head	Cont. Flow permanent inventory for 12 month period # of head	=	Total	
lb	\$						\$
lb	\$						\$
lb	\$						\$
2.3 (A) Total Advance Requested by Producer for Livestock or Animal						A \$	

2.2 (B) MAXIMUM ADVANCE ELIGIBLE UNDER WLPIP: Please complete sections above as well *Cattle Only -No breeding inventory

GENERAL INFORMATION

- ✓ Use this worksheet for Livestock Producers pledging the Western Livestock Price Insurance Program (WLPIP) as security under APP
- ✓ The Producer must maintain continuous coverage, which may require 1 or more WLPIP contracts, until the advance has been paid in full.
- ✓ Attach WLPIP Statements of Coverage and Premium to this application
- ✓ The Producer may be eligible to receive an Advance for up to the lesser amounts in Section 2.1 A or Section 2.2 A of this form.
- ✓ Continuous Flow operations and breeding inventory are not eligible to use WLPIP as security under the APP.

WLPIP Invoice #	Contract Expiry Date	Insured Index (price per cwt)	Insured Weight (cwt)	Insured Market Value
		(1)	(2)	(1) x (2)
		\$		\$
		\$		\$
		\$		\$
Total Market Value Insured with WLPIP				B \$
Maximum Advance Eligible Under WLPIP (B X 50%)				C \$

DETERMINATION OF ADVANCE AMOUNT

Maximum Eligible APP Advance (enter lesser of A OR C from above)	D	\$
Amount of APP Advance Requested by Producer	E	\$
2.3 (B) Total Advance Issued by Administrator(lesser of D or E)	F	\$
Total Advance Issued by Administrator (A or F):		\$

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-vieprivee.AAC@CANADA.CA and reference AAFC's personal information bank Agricultural Marketing Programs Act: Advance Payments Program, PPU 140. (2020).



Agriculture and Agri-Food Canada

Agriculture et Agroalimentaire Canada

Advance Payments Program

Programme de paiements anticipés

ADVANCE PAYMENTS PROGRAM (APP)

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- ✓ I have completed, signed and attached a new Priority Agreement for the amount indicated above.
- ✓ 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.
- ✓ I declare having completed and signed an Advance Payments Program Application and Repayment Agreement.
- ✓ 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.
- ✓ I agree to comply with all of the terms and conditions included in this Application and Repayment Agreement.

Signature of Producer or Authorized signing officer:

Date: (yyyy-mm-dd)

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.

Signature of Administrator:

Date: (yyyy-mm-dd)

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**ADVANCE PAYMENTS PROGRAM (APP) -2020
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 #1	Product #2	Product #3	Product #4	Product #5
1.2 DEFINITIONS				
"BRM means the Business Risk Management Program" listed in the schedule of the Agricultural Marketing Programs Act that can be used to secure an Advance.				
1.3 ADMINISTRATOR INFORMATION (herein referred to as the "Administrator")				
Name: Manitoba Livestock Cash Advance Inc.			Phone #: 1-866-869-4008	
Address: 212- 530 Century Street Winnipeg, MB, R3H0Y4			Email: mlca.cashadv@mymts.net	
1.3 Creditor Information: (herein after referred to as the "Creditor")				
Name:		Phone:		Transit #:
Address:		City /Town	Province	Postal Code:

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

PART 1: 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 in 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) 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 \$1,000,000.00 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.

The Creditor (check one) has has not taken an assignment of the Producer's _____ (Name of BRM Program) 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 option is 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



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PART 2: 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 PRODUCER, 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

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

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

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

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

PART 4: CREDIT WORTHINESS (to be filled out by Financial Institutions)

The above-mentioned Producer has been dealing with our Institution for _____ years

The above-mentioned producer is in good standing with our institution Yes No (please check one)

Direct Deposit is authorized by the bank in funds deposited to the following account:

_____/_____/_____

Transit

Route

Account #

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