

ADVANCE PAYMENTS PROGRAM (APP)
2026- APPLICATION & REPAYMENT AGREEMENT

Part 2: Advance Info &
Terms and Conditions
PROTECTED "A" ONCE COMPLETED

2.0 APPLICATION: ADVANCE INFORMATION – SUBSEQUENT		NAME:		APP#:	
<p>Security: The producer must grant a continuing security interest in the Agricultural Product(s) used to obtain the Advance, and in any Agricultural Product(s) produced in a subsequent Production Period by the Producer and all proceeds of such, to the Administrator to secure the APP Advance. The Producers must always provide AgriStability/ASRA documentation to prove program participation, or The Producer must maintain continuous LPI coverage, which may require one or more LPI contracts, until the advance has been repaid in full. The Advance using LPI may be limited by the value of the security. As such, the Producer may be eligible to receive an Advance for up to the lesser of the amounts calculated in Section 2.1 A or Section 2.1 B of the Application. The Advance using AgriStability is not limited by the security; however, Producers must always maintain the security coverage until the APP Advance has been repaid in full.</p> <p>General: Advances should only be issued on Livestock that the Producer expects to be marketed by the end of the Production Period. Use the Administrator’s Advance Rate(s) for the calculation of this worksheet. The Producer must not have more than one million dollars (\$1,000,000) in outstanding Advances, including as a result of the overlap between Program Years and amounts issued to Related Producers. . The interest-free Advances are limited to the first two hundred fifty thousand dollars (\$250,000) issued per Program Year and will be limited by other interest-free amounts issued to the Producer and/or other Related Producers. Advance amounts issued above the first two hundred fifty thousand dollars (\$250,000) issued in a Program Year shall be interest-bearing.</p> <p>Default: Failure to comply with this Repayment Agreement, including, but not limited to the full repayment by the end of the applicable Production Period, will result in the account being declared in default. The full impact of a default is detailed in section 5.0 Default and subsection 6.2 Interest Rate of the Terms and Conditions of this Repayment Agreement and is summarized below: The interest-free benefit is lost; Default interest is charged at the Prime Rate plus one percent (Prime +1%) compounded monthly on the amount of the outstanding balance from the date the Advance was issued to the date the Producer was declared in default; Default interest is charged at the Prime Rate plus three percent (Prime +3%) compounded monthly on the amount of the outstanding Producer's liability from the date of default until the Advance, interest and all costs of collection are repaid in full; A one time Default Management Fee of 3% of the defaulted amount is charged immediately on default; and Defaulted producers could face an ineligibility period. Refer to subsection 5.5 of the Terms and Conditions for details.</p> <p>For CONTINUOUS FLOW OPERATIONS: Only one twelve (12) month Continuous Flow Operation Advance Cycle is allowed per Program Year. (*LPI not eligible for Continuous Flow OR Breeding applications)</p>					
2.1 (A) ELIGIBLE ADVANCE BASED ON LIVESTOCK INVENTORY		Province _____	Operation Type: <input type="checkbox"/> Standard <input type="checkbox"/> Continuous Flow		
Type of Livestock	Unit of Measure (lbs.)	Advance Rate (1)	Quantity (2)	=	Total (\$) (1 x 2)
					\$
					\$
2.2 (A) Maximum Eligible Advance based on Livestock inventory				(A)	\$
2.1 (B) APPLICATION: ADVANCE INFORMATION – LIVESTOCK WITH LIVESTOCK PRICE INSURANCE (please complete 2.1 A and 2.1 B)					
<p>By signing this Repayment Agreement, the Producer agrees: To maintain <u>continuous LPI coverage</u> for this Advance, until the Advance has been repaid in full. To notify the Administrator (MLCA) of their intent to renew their LPI contract at least ten (10) calendar days prior to the expiration of the LPI contract. To fully repay the Advance or provide to this Administrator an alternative security to fully cover the amount of the Advance within sixty (60) calendar days of the LPI contract expiry date or be declared in Default.</p>					
Insured Index (Price per cwt) (1)	Insured Weight (cwt) (2)	=	Insured Market Value (1 x 2)		
			\$		
			\$		
Total Market Value Insured with LPI			(B)	\$	
2.2 (B) Eligible Advance Under LPI (B X 50%)			(C)	\$	
2.3 DETERMINATION OF MAXIMUM ELIGIBLE ADVANCE AMOUNT					
Maximum Eligible Advance (enter lesser of A or C from above)				(D)	\$
2.3 Advance Requested by Producer:				(E)	\$
2.4 (A/B) APP Advance Issued to Producer by Administrator (no more than the lesser of D or E)					\$

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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)
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)

**ADVANCE PAYMENTS PROGRAM (APP)-2026
PRIORITY AGREEMENT WITH A SECURED CREDITOR**

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BASIC INFORMATION:	
Producer Name:	APP ID #:
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. Manitoba Livestock Cash Advance Inc. – herein referred to as the "Administrator"	
Secured Creditor Information	
Name of Bank or Lending Institution, Inputs Supplier or Secured Party:	
Address:	Phone #:
Agricultural Products for Advance:	
<input type="checkbox"/> Part 1 -A The Creditor <u>HAS a lien</u> or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s).	

The Creditor does hereby consent that in consideration of an advance being issued under the APP by the MLCA Inc.(herein called 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 actually advanced, as set out in the Repayment Agreement entered into between the Producer and Administrator 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 taken and assignment on the applicant's BRM Program payments related to the Agricultural Product**
 The Creditor has NOT taken and assignment on the applicant's BRM Program payments related to the Agricultural Product

Where the Creditor has a lien or security interest on the Agricultural Product(s) 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:

- Jointly to the Producer and the Financial Institution and be remitted to the Creditor forthwith by the Producer and shall be applied to the total or in part by the Creditor to the amount as specified by the Creditor of \$ _____ to reduce the Producer's indebtedness to the Creditor; or To the Producer

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.

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PRIORITY AGREEMENT WITH A SECURED CREDITOR**

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PART 3: CREDIT WORTHINESS (to be filled out by Secured Creditor)

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)

PART 4: TO BE SIGNED BY the CREDITOR (REGARDLESS OF SECURITY INTEREST OR LIEN), BY THE PRODUCER and 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

Name of Creditor:	Date: (yyyy/mm/dd)
Signature of Authorized Officer 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)