



ADVANCE PAYMENTS PROGRAM (APP)
PRIORITY AGREEMENT WITH A SECURED CREDITOR
CONTINUOUS FLOW OPERATION

PROTECTED "A" ONCE COMPLETED

1.1 BASIC INFORMATION

Producer Name (the "Producer") APP ID

List of Agricultural Products (the "Agricultural Product(s)"):

Table with 6 columns: Product #1, Product #2, Product #3, Product #4, Product #5, Product #6

1.2 DEFINITIONS

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

1.3 BANK INFORMATION

PART 1 - Complete this part if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).

Main body of the agreement containing clauses for creditor consent, security interest, repayment, and enforcement.



CONTINUOUS FLOW OPERATION

PART 2 – Complete this part if the Creditor DOES NOT have a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s)

_____ located at _____ (herein referred to as the "Creditor"), hereby consents that:
Name of Bank or Lending Institution or Creditor

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 or to the BRM Program payment(s) related to the Agricultural Product 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.

Lending Institution: _____ Transit: _____

PART 3 – To be signed by all Creditors regardless of security interest or lien, by the Administrator and by the Producer.

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 the **Creditor**

Name and Title of Authorized Officer of Creditor

Signature of Authorized Officer of Creditor Date

Name of the **Administrator**

Name and Title of the Authorized Officer of Administrator

Signature of Authorized Officer of Administrator Date

Name of the **Producer**

Signature of Producer or its Authorized Officer Date

Witness (where Producer is an individual) Date

Name of the **Producer**

Signature of Producer or its Authorized Officer Date

Witness (where Producer is an individual) Date

Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in the Personal Information Bank AAFC-PPU-140.