

# Agricultural Marketing Programs Act (AMPA)

Crop Year 20\_\_ - \_\_

## PRIORITY AGREEMENT

**Failure to complete the necessary Priority Agreement(s) could result in default.**

Applicant's CWB Identification No.

Advance Application No.

**A Priority Agreement must be completed by every bank or other lending institution with which the applicant currently deals, in addition to any bank or other lending institution or secured party that has a security interest in or lien upon the grain described in the Advance Application.**

**The completed Advance Application must be attached before completion by bank or other lending institution and any secured party. Failure by the applicant to have every bank, lending institution and secured party complete a Priority Agreement constitutes an offence under the *Agricultural Marketing Programs Act (AMPA)* and may result in prosecution.**

\_\_\_\_\_  
*Name and Branch of Bank or other Lending Institution or secured party (the "Lender")*

does  does not

**have a lien or any security on the grain described in paragraph 1.a) to 1.d) of the attached application for advance payment dated \_\_\_\_\_, \_\_\_\_\_, given by the Applicant.**  
(year)

In consideration of an advance payment being issued by the Canadian Wheat Board (CWB) (hereinafter called the "Administrator") to the Applicant, the Administrator and the Lender agree that the security interest in the crop for which the advance was made granted to the Administrator at subparagraph (f) of the "Declaration" portion of the attached advance application and the security interest now held or to be held by the Administrator by virtue of Section 12 of the AMPA shall, subject to the limitations set out herein, rank prior to any lien or security interest on the said grain given by the Applicant to the Lender, whether such security interest was given under the authority of the Bank Act or under the authority of a Personal Property Security Act in force in the province or by operation of any other law, but such prior security interest shall only be to the extent of securing repayment to the Administrator of the amount of the Applicant's liability referred to in Section 12 of AMPA with respect to the advance as indicated in paragraph 4.a) and any amounts shown in 1.f) and 1.g) of the attached application for advance payment being made or to be made by the Administrator to the Applicant.

Where the lender has a lien or security on the crop, this agreement is subject to the condition, at the discretion of the Lender as identified below, that the above-mentioned advance, less any amounts legally held as an administrative fee or hold back on the Administrator's liability, be payable jointly to the Applicant and the Lender and be remitted to the Lender forthwith by the Applicant and may be applied by the Lender to reduce the Applicant's indebtedness to the Lender.

**The Lender  does  does not require the advance cash ticket to be issued jointly.**

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

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(year)

\_\_\_\_\_  
(Position of Authorized Officer of Lender)

\_\_\_\_\_  
(Print Name of Authorized Officer)

\_\_\_\_\_  
(Signature of Authorized Officer)

Telephone No. (\_\_\_\_) \_\_\_\_\_ Fax No. (\_\_\_\_) \_\_\_\_\_

**Photocopy the forms to keep a copy for your records.**