

**AGRICULTURAL MARKETING PROGRAMS ACT (AMPA)
ADVANCE PAYMENTS PROGRAM
PRIORITY AGREEMENT**

PART 5 - PRIORITY AGREEMENT

A separate Priority Agreement must be completed for each Bank, Lending Institution or Secured Party that has a security interest in or lien upon the crop for which the advance is to be made. Failure by the applicant to have every Bank, Lending Institution or 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 _____ crop of _____ (Name of Producer) hereinafter called the producer.

In consideration of an advance being issued by _____, (hereinafter called the "Administrator") , the Administrator and the Lender agree that the security interest now held or to be held by the Administrator by virtue of section 12 of the *Agricultural Marketing Programs Act (AMPA)* shall rank prior to any lien or security interest on the said crop given by the Producer, whether such security 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 only to the extent of securing repayment to the Administrator of the amount of the Producer's liability referred to in Section 12 of AMPA with respect to an advance of _____ dollars (\$ _____) being made or to be made by the Administrator to the Producer.

Where the Lender has a lien or security on the crop, this agreement is subject to the condition 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 Producer and the Lender and be remitted to the Lender forthwith by the Producer and shall be applied by the Lender to reduce the Producer's indebtedness to the lender.

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

Dated at _____ the _____ day of _____, _____.

Position of Authorized Officer of Lender

Name of Authorized Officer

Signature of Authorized Officer