FSA HANDBOOK

CCC Cotton Authorized Loan Servicing Agent Program



For Authorized Loan Servicing Agents

SHORT REFERENCE

22-CN (Revision 2)

UNITED STATES DEPARTMENT OF AGRICULTURE Farm Service Agency Washington, DC 20250 --

UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency Washington, DC 20250

CCC Cotton Authorized Loan Servicing Agent Program 22-CN (Revision 2)

Amendment 17

Approved by: Deputy Administrator, Farm Programs

Sleanorteril

Amendment Transmittal

A Reasons for Amendment

Paragraph 1 has been amended to update the sources of authority.

Paragraph 11 has been amended to update CCC security holding procedures.

Paragraph 13 has been amended to incorporate the updated CCC-846-1.

Paragraph 15.5 has been amended to remove reference to "dead hour" and update the website to access AWP and CCA.

Paragraph 18 has been amended to update the records retention requirement for LSA's.

Paragraph 19 has been amended to update the Cotton Board address.

Paragraph 20 has been amended to incorporate the updated FSA-211 and FSA-211A.

Paragraph 21 has been amended to update dates in the example for determining dates for program purposes.

Paragraph 22 has been amended to incorporate the updated CCC-686.

Paragraph 23 has been amended to incorporate the updated CCC-679.

Paragraph 23.5 has been amended to incorporate the updated CCC-10.

Paragraph 27 has been amended to incorporate the updated CCC-605.

Paragraph 29 has been amended to incorporate updated lobbying instructions and the updated CCC-674.

Amendment Transmittal (Continued)

A Reasons for Amendment (Continued)

Paragraph 30 and Exhibit 11 have been withdrawn to remove the obsolete CCC-770 LSA.

Paragraph 40 has been amended to incorporate the updated CCC-Cotton A-1.

Paragraph 50 has been amended to incorporate commodity certificate provisions.

Paragraph 72.5 has been amended to incorporate the updated CCC-633 EZ.

Paragraph 74 has been amended to incorporate the updated CCC-633 EZ, page 3.

Exhibit 5 has been amended to incorporate the updated CCC-601.

B Obsolete Form

CCC-770 LSA is obsolete.

Page Control Chart			
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	2-1, 2-2	5, pages 1-6	
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- 2 Definitions of Terms Used in This Handbook
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- 4 CCC-912, Agreement of Authorized Loan Servicing Agent
- 5 CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions
- 6-9 (Reserved)
- 10 Certification of No Contract
- 11 (Withdrawn—Amend. 11)

Part 1 General Information and Administrative Provisions

1 Purpose and Authorities

A Handbook Purpose

This handbook provides instructions to LSA's for administering the:

- Cotton Loan Program, which includes upland and ELS cotton
- Cotton LDP Program
- recourse Seed Cotton Loan Program.

B Authority and Responsibility

PSD has the authority and responsibility for the programs prescribed in this handbook.

C Sources of Authority

Following are the sources of authority for the Cotton Loan, Cotton LDP, and the recourse Seed Cotton Loan Programs:

- the Agricultural Act of 1949, as amended
- the Commodity Credit Corporation Charter Act, as amended
- 7 CFR Part 1427
- American Taxpayer Relief Act of 2012
- •*--Agriculture Act of 2014.--*

D Related Handbooks

FSA handbooks, which LSA's should have, related to the cotton loan and LDP program include the following:

- 1-CM for common provisions relating to signature requirements, power of attorney, and assignments
- 2-CM for common farm and program provisions
- 1-CMA for producer eligibility and AGI instructions
- 7-CN for basic cotton loan and LDP program requirements
- 21-CN for ACRS requirements and AGI repayment procedures
- 20-FI for cotton loan CCB procedures and requirements
- 50-FI for CCC interest rates.

2 CCC and FSA Responsibilities

A Executive Vice President, CCC Responsibilities

Executive Vice President, CCC or designee shall:

- determine policy and program provisions
- make determinations on program questions
- revise or rescind incorrect determinations made by designees.

B DAFP Responsibilities

DAFP shall provide the program's general direction and supervision.

C PSD Responsibilities

PSD shall:

- administer the program
- administer requirements in this handbook
- receive and approve or disapprove LSA applications
- perform administrative reviews of program participants.

D FMD Responsibilities

FMD shall:

- hold security that LSA's provide to CCC according to paragraph 11
- provide CCC's program interest rate to LSA's
- administer and oversee CCB operations
- approve CCB's and designate which Federal Reserve Bank CCB shall use.

3 CCB and LSA Responsibilities

A CCB's Responsibilities

CCB's shall:

- examine and authenticate LSA documents
- verify that cash transfers agree with related documents
- process requests for fund transfers to or from CCC.

* * *

3 CCB and LSA Responsibilities (Continued)

B LSA's Responsibilities

After other program requirements are met, LSA's shall:

- prepare and execute cotton loan and LDP documents, and perform the following related acts:
 - loan disbursement
 - loan repayment, either with cash or commodity certificates
 - LDP
 - reconcentration, when directed by KCCO
 - loan forfeiture
- ensure that cotton to be pledged to CCC as security for a loan is:

•*--eligible for loan benefits according to 7-CN--*

- free and clear of all liens according to 7-CN * * *
- ensure that cotton for which LDP is requested is eligible for LDP benefits according to 7-CN
- disburse loans and LDP's
- instruct producer or producer's agent who is the current holder, to notify any EWR provider to amend EWR to show:
 - CCC as holder on EWR's used to pledge cotton as collateral for loan
 - cotton used to obtain LDP's reflect this action
- provide CCC-719 and supporting documents to CCB according to 21-CN
- collect loan proceeds related to loans originating with LSA
- transfer funds to and from CCC through CCB
- collect loan data for reporting to CCC
- report activity to CCC according to 21-CN.

4-9 (Reserved)

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10 Overview

A Purpose

This part provides parameters of CCC's LSA cotton loan and LDP program.

B Definition of Program Services

<u>Program services</u> are those services LSA's are authorized to provide for CCC to producers under CCC-912 with CCC.

11 Program Provisions

A Authorization

CCC may authorize an entity to act as its agent to make and service upland cotton loans, LDP's, and ELS cotton loans.

B Term of Approval

LSA's approval to provide services continues until approval is suspended by CCC or terminated by either LSA or CCC.

C Inspections

LSA's books, documents, papers, and records for services shall be available to CCC for inspection and examination for 6 business years after a loan is liquidated (repaid or collateral forfeited) or LDP is processed.

11 Program Provisions (Continued)

D Bale Limit on Activities

CCC's authorization limits the number of bales that may be processed for loan and LDP by LSA. CCC requires LSA's to have \$10 of security for each bale of cotton. Initially, the bale limit is established by dividing LSA's net worth by \$10.

Formula: Net worth equals current assets minus current liabilities.

If LSA's net worth does not provide enough security for the number of bales it intends to process, CCC requires additional security in 1 or a combination of the following forms:

- a certified or cashier's check payable to CCC
- an irrevocable commercial letter of credit approved by CCC
- a performance bond conditioned on LSA fully discharging all of its obligations under CCC-912
- other forms of security as CCC deems appropriate.

Example: A parent company guarantee.

Notes: Additional security shall be submitted to the Director, PSD.

* * *

11 Program Provisions (Continued)

E LSA Liability to CCC

LSA's are liable to CCC for any monetary losses incurred by CCC as a result of LSA's failure to discharge all of its obligations under CCC-912 with CCC.

Payment of these losses shall be made to CCC from the financial security provided by LSA, and directly by LSA if the amount of the loss exceeds the amount of financial security.

F Approved Service Fees

LSA's may charge producers a fee for services they provide on the original loan advance or LDP. Fees charged:

- for loans, shall not exceed the lesser of the following:
 - \$7.50 per loan plus \$0.90 per bale
 - 0.5 of 1 percent (0.005) times the gross loan amount
- for LDP's, shall not exceed the following amounts.

No. of Bales	Fee Amounts
1	\$0.25
2 through 6	\$0.25 plus \$0.15 for each bale over 1
7 or more	\$1 plus \$0.10 for each bale over 6

Fees charged shall be deducted from the loan or LDP amount received by LSA from CCC before distribution to the producer.

Note: Fees shall **not** be collected directly from producers.

11 Program Provisions (Continued)

G Data Confidentiality

The following table describes the confidentiality of data submitted by LSA's to CCC and USDA.

IF the data submitted by LSA's is about	THEN it
trade secrets	shall be held
financial operations or conditions	confidential.
commercial operations or conditions	
information necessary to conduct the loan and LDP program	may be released to
information required by law	the public.

H CCC's Program Address

Requests for information about LSA's shall be addressed to:

Director, PSD FSA, USDA STOP 0512 Room 4095 1400 Independence Avenue, SW Washington, DC 20250-0512.

12 Initial Application

A Introduction

This paragraph describes how entities apply to CCC for initial approval to serve as LSA.

B Application Documents

An LSA application includes the following documents:

- 2 signed CCC-912's (see Exhibit 4)
- an audited financial statement less than 1 year old on the date submitted, including accompanying notes, schedules, or exhibits, certified by a certified public accountant as fairly representing the entity's financial condition

Note: Other forms of additional security as described in subparagraph 11 D may be submitted with or instead of audited financial statements.

• a list of employees involved in CCC program activities, including current directors, officers, and primary owners

Definition: <u>Primary owners</u> are those entities owning more than 10 percent of LSA.

- a copy of any applicable incorporating or partnership documents
- a contact person's:
 - name
 - address
 - telephone number
 - FAX number
 - e-mail address

•*--LSA software provider's:

- name
- address
- telephone number
- FAX number
- e-mail address--*
- any additional information requested by PSD.

Note: After submission, promptly notify the Director, PSD of any changes to the documents.

12 Initial Application (Continued)

C Initial Approval Process

The following table shows how entities become certified by CCC to act as LSA.

a.		
Step	Action	
1	Potential LSA completes and mails application documents to the Director, PSD.	
2	Potential LSA contacts FMD for a package of instructions to designate CCB.	
	*Contact Jackie Pickens by either of the following:	
	• e-mail at jackie.pickens@wdc.usda.gov	
	• telephone at 202-772-6027*	
3	Using forms in the package, potential LSA nominates a bank to serve as its CCB.	
	Nominations are sent to:	
	Controller, CCC	
	FSA, USDA	
	STOP 0581	
	1400 Independence Avenue, SW	
	Washington, DC 20250-0581.	
4	CCC grants entity approval to act as LSA.	
	Note: Entity may also be denied approval.	
5	LSA has its CCB execute a contract with CCC.	
	Note: Controller may deny CCB approval.	
6	LSA provides CCB and PSD the following:	
	• a list of all employees authorized to certify CCC-719 and sign other documents	
	for LSA	
	sample signatures of everyone on the list.	

13 Annual Recertifications

A Introduction

This paragraph describes how LSA's annually obtain continued approval to act as LSA.

B Recertification Documents

The following documents shall be included in annual LSA recertifications:

- an audited financial statement less than 1 year old on the date submitted, including accompanying notes, schedules, or exhibits, certified by a certified public accountant as fairly representing the entity's financial condition
 - **Note:** Other forms of additional security as described in subparagraph 11 D may be submitted with or instead of audited financial statements.
- •*--completed CCC-846-1A--*
- a list of employees involved in CCC program activities, current directors, officers, and primary owners
- copies of all FSA and CCC forms created according to paragraph 17
- LSA software provider's:
 - name
 - address
 - telephone number
 - FAX number
 - e-mail address
- any additional information requested by PSD.

Note: After submission, promptly notify the Director, PSD of any changes to the documents.

C Recertification Process

LSA's shall send recertification documents to the Director, PSD no later than 4 months after the end of the LSA's fiscal year.

PSD shall notify LSA of continued approval, suspension, or **termination** of approval to act as LSA.

Note: For suspensions and terminations, PSD shall include an explanation.

*--D Instructions for Completing CCC-846-1A

Complete CCC-846-1A according to this table.

Item	Instructions					
1	Enter date 120 calendar days after LSA's FY end date.					
2	Enter date LSA's last FY ended.					
3	Submit completed form to this address.					
4	Enter the LSA name.					
5	Enter the LSA headquarters office city and State.					
6	Enter LSA's regular mailing address where program information is mailed.					
7	Enter LSA's overnight mailing address where critical information is sent.					
	Note: This address cannot be a P.O. Box.					
8A	Enter name and title of LSA's or official contact for the LSA program.					
8B	Enter the telephone number, including area code, for the contact person identified in item 8A.					
8C	Enter LSA's FAX number, including area code, where program material is sent.					
8D	Enter the email address for the contact person identified in item 8A.					
9A	Enter the name and title of the contact person responsible for the IT functions of LSA.					
9B	Enter a phone number where the IT person can be reached after normal business hours.					
9C	Enter the FAX number, including area code, for the IT person identified in item 9A.					
9D	Enter an e-mail address for the IT person identified in item 9A.					
10A	Enter the name of each employee of LSA that is authorized to conduct CCC business.					
10B	Enter the official title for each person listed in item 10A.					
10C	Enter the signature of each person listed in item 10A. This signature shall be used for verification and identification purposes.					

--*

Item	Instructions
11A	No entry required. This item identifies the authorized commodities for loans and LDP's.
11B	Enter the crop year beside the applicable commodity listed in column A
11C	No entry required. This item identifies the method of measurement for the commodities identified in column A.
11D	Enter the loan volume for the commodity identified in item A in the units specified in item C.
11E	Enter the LDP volume for the commodity identified in item A in the units specified in item C.
11F	Enter the projected loan volume for the commodities specified in column C for the next crop year.
11G	Enter the projected LDP volume for the commodities specified in column C for the next crop year.
12	Enter totals of column 11D, E, F, and G.
13	Attach the supporting documents listed in this item to CCC-846-1A and enter a check mark to verify that they have been attached and filed with the form.
14	Enter any remarks that are pertinent or supporting to the information entered on this form.
15A	After verifying that data on CCC-846-1A is correct, enter the signature of the authorized company official.
15B	Enter the title of the authorized official identified in item 20A.
15C	Enter the date the authorized official identified in item 20A signed this form.

*--D Instructions for Completing CCC-846-1A (Continued)

--*

Par. 13

E Example of Completed CCC-846-1A

Following is an example of a completed CCC-846-1A.

*_-

CCC-846-1A (02-13-17)						
		OF STATUS FOR A SIGNATED MARKE			ING AGENTS (LSA's) //A's)	
this form is 7 CFR Part 1421, 7 Cf 2014 (Pub. L. 113-79). The inform participate in and receive benefits agencies. Tribal agencies, and no applicable Routine Uses identified Applicant/Borrower. Providing the Servicing Agent's or Designated M The information collection is exem Subtitle f – Administration). The provisions of appropriate crim	R Part 142 nation will buunder FSA ngovernmen in the Syste requested 1 narketing As pted from the inal and civi	5.7 CFR Part 1427, the Commune used to recently status as an a programs. The information collinate infilities that have been auth mol Records Notice for USDA. Information is voluntary. Howeves sociation's request to participatione Paperwork Reduction Act, as if fraud, privacy, and other statu.	adity Credit Corporation Char approved Loan Servicing Age sected on this form may be dis orized access to the informat PSA-2, Farm Records File (<i>i</i> rer, failure to furnish the requ e in and receive benefits und it is required for administrativ tes may be applicable to the i	ter Act (15 Ú.S int or Designatu icon by statute (Automated) and ested informati er FSA program on of the Agricu	on may result in a denial of the Loan ms. ultural Act of 2014 (Pub. L. 113-79, Title I, vided. RETURN THIS ADDENDUM TO	
THE DIRECTOR, PRICE SUPPO WASHINGTON, D.C. 20250-0512	RT DIVISIO	N, USDA, FARM SERVICE AGI	ENCY, STOP 0512, ROOM 4	095-S, 1400 II	NDEPENDENCE AVENUE SW,	
· · · · · · · · · · · · · · · · · · ·		Fiscal Year Ending			op 0512, Room 4095-S ence Avenue, SW	
4. LSA or DMA Name		or DMA Headquarters	6. Regular Mail Addres	SS	7. Overnight Mail Address (No P.O.	
Acme Cotton and Grain	City and State Plainville, Kansas		P.O. Box 70 Plainville, Kansas 99999		Boxes) 205 N. Evergreen Street Plainville, Kansas 99999	
8A. Primary Contact Person and Title Lewis Clark, Manager			9A. IT Contact Person and Title Thomas Smith		9C. FAX No. (Include Area Code) 316-999-8888	
E-W		tact Person's 1ail Address k@aol.com	9B. IT After Hours Phone Number (Including Area Code) 316-832-1973		9D. IT E-Mail address TSmith@aol.com	
10. Employees authorized to conduct CC	C busines	SS:				
A. NAME		B. TI	TLE	C	AUTHORIZED SIGNATURE	
Lewis Clark		Manager		/s/ Lewis	s Clark	
Charles Stevens		Assistant Manager		/s/ Charl	les Stevens	
Jack Johnson		Special Assistant		/s/ Jack Johnson		
accordance with Federal civil rights law and U.S. Depa tministering USDA programs are prohibited from discrin milly/parental status, income derived from a public asis pay to all programs). Remedies and complaint filing des arsons with disabilities who require alternative means of	ninating based tance program Idlines vary bj	d on race, color, national origin, religio n, political beliefs, or reprisal or retali y program or incident.	on, sex, gender identity (including ation for prior civil rights activity, ir	gender expression any program or	on), sexual orientation, disability, age, marital status activity conducted or funded by USDA (not all base	
SDA's TARGET Center at (202) 720-2600 (voice and T an English.	TY) or contac	t USDA through the Federal Relay Se	ervice at (800) 877-8339. Addition	ally, program info	rmatión may be made available in languages other	
o file a program discrimination complaint, complete the l rite a letter addressed to USDA and provide in the letter r: (1) mail: U.S. Department of Agriculture Office of the A	all of the info	rmation requested in the form. To req	uest a copy of the complaint form	, call (866) 632-9	992. Submit your completed form or letter to USDA	

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E Example of Completed CCC-846-1A (Continued)

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12. Totals 79,106 0 82,000 0 13. Attach the following supporting documents: Image: Comparison of partnership documents if there have been changes from the previous FY. Audited financial statement (including the accountant report of audit or review). If applicable, completed marketing assistance loan or LDP documents resulting from DMA or LSA software testing. Proposed financial security. If applicable, completed marketing assistance loan or LDP documents resulting from DMA or LSA software testing. Proposed financial security. If. Remarks: If applicable is correct and complete to the best of my knowledge. A SIGNATURE: (The applicable on must be signed by an authorized company official) B. TITLE C. DATE (MM-DD-YYYY) 01-20-20XX PENALTY STATEMENT		Volume Repor					
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Incorporation or partnership documents if there have been changes from the previous FY. Audited financial statement (including the accountant report of audit or review). If applicable, completed marketing assistance loan or LDP documents resulting from DMA or LSA software testing. Proposed financial security. It application submitted is correct and complete to the best of my knowledge. A. SIGNATURE: (This application must be signed by an authorized company official) B. TITLE company official) C. DATE (MM-DD-YYYY) (anger) (b) 120-20XX		1:	2. Totals	79,106	0	82,000	0
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14 Suspensions and Terminations

A Suspension Grounds

CCC may suspend LSA whenever it determines that LSA has not:

- operated according to representations made
- followed program procedures as instructed
- corrected deficiencies annotated
- operated according to applicable Federal regulations.

B Termination Grounds

CCC may terminate LSA whenever it determines that:

- LSA failed to correct deficiencies within a specified time period annotated in a letter suspending LSA's approval
- LSA's continued approval represents an unacceptable financial risk to CCC
- LSA's level of services provided to producers is unacceptable.

Note: LSA's may voluntarily withdraw from participation at any time.

C Suspension Procedures

The Executive Vice President, CCC shall notify LSA of reasons for suspension and corrective actions required within a specified time period for renewed approval. A suspension may be lifted if actions cited in the Executive Vice President's notification are corrected to CCC's satisfaction within the time period specified. LSA's not taking action to correct the deficiencies specified in the suspension letter within the specified time period shall be terminated from any further program activities. See subparagraph E.

14 Suspensions and Terminations (Continued)

D Activities During Suspension

A suspended LSA shall:

- continue to provide services for loans made before suspension, such as repayments, reconcentrations, and forfeitures
- **not** process any additional loan or LDP disbursements.

E Termination Procedure

The Executive Vice President, CCC may terminate LSA's approval to provide loan services by giving LSA written notice.

Note: CCC, in its notification, will issue instructions for transferring program records from the terminated LSA.

F Withdrawal Procedure

LSA's may withdraw from CCC's loan and LDP program by sending written notification to the Executive Vice President, CCC, **only** when **all** of the loans it processed are closed.

15 LSA Loan and LDP Process

A Providing Program Services

This table describes the process that occurs as LSA's provide program services.

Step	Description
1	Producers:
	 request a loan or LDP provide beneficial interest information according to paragraph 28 may file FSA-211 deliver to LSA one of the following: individual card warehouse receipts
	 EWR: numbers provider's name
	• gin tag lists and class data to LSA.
2	LSA's follow procedures in paragraph 28 to determine whether the producer is eligible, based on beneficial interest, for loan or LDP. If beneficial interest is:
	 held by the producer at time of the loan or LDP, the process continues lost by the producer before the loan or LDP, the process stops.
3	LSA's verify eligibility according to 1-CMA. If:
	• eligible, the process continues
	• ineligible, LSA returns the documents submitted by the producer in step 1 and stops the loan or LDP process.

15 LSA Loan and LDP Process (Continued)

A Providing Program Services (Continued)

Step	Description					
4	IF THEN LSA's					
	a loan • complete lien search according to paragraph 23					
	advance					
	• instruct producer to notify EWR provider to amend EWR to show LSA as holder for ACRS purposes only.					
	• complete CCC-Cotton A, CCC-Cotton A-1, and other loan advance forms					
	• give CCC-601 (Exhibit 5) to each producer.					
	LDP • complete either of the following:					
	 CCC-Cotton AA-1 CCC-709, if applicable 					
	• instruct producer to notify EWR provider to amend EWR to show cotton was used to obtain LDP.					
5	Producer or power of attorney entity signs loan or LDP documents.					
6	LSA's submit any individual card warehouse receipts, EWR numbers, and EWR					
	provider's name, CCC-719, and other documents, as required, to CCB, and receive					
	loan or LDP disbursement funds.					
7	LSA's issue loan or LDP funds to producer within 3 calendar days.					
8	LSA's send the producer a notice before loan maturity according to paragraph 53.					
9	LSA's process loan repayments, forfeitures, or reconcentrations as authorized by					
	the producer or designated agent on CCC-605.					
10	LSA's maintain loan or LDP documents according to this handbook.					

15.5 AWP and CCA Announcement Times

A Announcement Time

[7 CFR 1427.25] AWP and CCA shall normally be announced by the National Office at *--4 p.m. e.t. each Thursday. They become effective for calculations as specified in--* subparagraph B.

If Thursday or Friday, or any number of subsequent days, is a nonworkday in Washington, DC, AWP and CCA shall be announced the next workday at 8 a.m. e.t.

B Effective Time Period

[7 CFR 1427.25] The effective time period for each weekly AWP and CCA, calculated using the regulatory formula at 7 CFR 1427.25, is unchanged by any announcement delays that may occur. Announced AWP's and CCA's do not remain effective past their normal expiration time if the subsequent AWP cannot be announced for any reason.

The effective time period of announced AWP's and CCA's is 12:01 a.m. e.t. Friday (a minute past midnight of the Thursday when normally announced) through midnight of the following Thursday whether the prices are announced:

- •*--at the usual time of Thursday, 4 p.m. e.t.--*
- on a Friday at 8 a.m. e.t. because the immediately preceding Thursday was not a Federal workday in Washington, DC
- on any subsequent day following a Friday. In this case, the delayed-announced AWP and CCA shall be retroactively applicable to what would have been their effective time period had they been announced at the usual Thursday time.

15.5 AWP and CCA Announcement Times (Continued)

C Accepting Transaction Requests When AWP Not Announced

* * *

Requests for loan repayments and LDP's may be accepted at all hours subject to the effective AWP and CCA. If there is an extended period during which the current AWP, CCA, and LDP rate are not announced for any reason, requests for loan repayments and LDP's shall be accepted by LSA's. Such applications shall be subject to AWP and CCA subsequently announced as effective for the date the application was received.

In the event that a repayment request is made during an extended period when AWP is not announced, the loan repayment may be accepted according to 7-CN, subparagraph 202 A as an estimated repayment, and bales released, based upon the higher of either of the following:

- the amount provided for the repayments
- the last announced repayment rate.

LSA shall obtain from the entity repaying the loan a signed and dated agreement to the following statement:

"I understand that the loan repayment amount for the cotton loan collateral requested at ______LSA Office is subject to recalculation upon announcement of the prevailing loan repayment rate for the cotton. I agree to pay CCC any balance due based on this recalculation."

D Loan Repayments Received by Mail, Courier, or Wire Transfer

If a loan repayment is received by mail, courier, or wire transfer of funds, use AWP and CCA in effect on the date the repayment is received in LSA.

Note: For repayments received on Thursdays, LSA's must process the repayment in ACRS by the Thursday evening deadline according to 21-CN for Thursday's AWP to be applicable to the repayment.

15.5 AWP and CCA Announcement Times (Continued)

E Gin Direct LDP's

The payment rate applicable to LDP's requested under gin-direct provisions is the rate effective under subparagraph B.

Every announced AWP and LDP rate is effective for a 7 day period commencing at 12:01 a.m. e.t. each Friday.

F Accessing AWP and CCA

--The cotton AWP, LDP rate, and CCA are available at http://www.fsa.usda.gov/FSA/epasReports?area=home&subject=ecpa&topic=fta-uc.--

16 Prohibited LSA Activities

A Prohibited Activities

LSA's shall not:

- •*--take title to producer's cotton--*
- pool producers' cotton for any purpose
- allow owners, employees, and their families to market producers' cotton

Note: LSA's may provide marketing services if requested by the producer.

- because of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, deny any producer from participating in a loan or LDP for which they would otherwise be eligible to obtain benefits earned by participating in a loan or LDP program
- refuse services to producers because LSA was not granted a power of attorney on FSA-211 for executing loan documents to obtain loans, repaying the loans for the producer, obtaining LDP's, or marketing the producer's cotton
- adopt any scheme or device to circumvent the purpose of the cotton loan and LDP program regulations, the regulation governing LSA's, or its agreement with CCC
- make loans or LDP's to producers involved in a bankruptcy proceeding
 - **Note:** Advise that the producer may apply for loans or LDP's through the producer's local County Office.
- make loans or LDP's on ineligible cotton.

B Determining Eligibility Status

Follow procedures in 1-CMA to determine producer eligibility status.

Upon discovery that the cotton is or was ineligible, LSA's shall, following instructions in 1-CMA:

- call any outstanding loan immediately
- for loans repaid that involved benefits, notify producer of amount owed CCC
- for LDP's, notify producer of amount owed CCC.

•

17 Forms Information

A Policy

LSA's, as authorized agents of CCC, shall use either current CCC forms or forms approved by CCC to document program services.

B Form Options

LSA's may use either of the following:

- computer-generated forms as described in this paragraph
- forms obtained from CCC.

C Obtaining CCC Forms

CCC forms may be obtained by accessing the website located at www.sc.egov.usda.gov.

D Form References in This Handbook

Throughout this handbook, references are made to forms by FSA and CCC form numbers. Many of these forms, as described in this paragraph, may be computer generated.

17 Forms Information (Continued)

E Requests to Computer Generate Forms

CCC may grant LSA's permission to computer generate certain FSA and CCC forms. LSA's shall request approval to use computer-generated forms by sending computer-generated copies of the proposed forms to the Director, PSD.

F Computer-Generated Forms

LSA's may request approval to computer generate the following forms:

- CCC-Cotton A
- CCC-Cotton A Continuation
- CCC-Cotton A-1

* * *

- CCC-Cotton AA-1
- FSA-211
- CCC Cotton A-5.

G Required Computer- Generated Form Revisions

Each time an FSA or CCC form is revised; existing approved computer-generated LSA forms derived from it shall be resubmitted for approval. LSA shall:

- revise the applicable computer-generated form
- submit the revised form to the Director, PSD for approval.

Note: Do **not** use the computer-generated form until written approval has been received from the Director, PSD.

18 Filing and Distribution Instructions

A LSA Files Retention

LSA's shall indefinitely retain copies or originals of documents prepared or processed by *--LSA for 6 years after the applicable crop year.--*

B Documents Maintained

LSA's shall maintain files of the following documents, according to subparagraph A:

- CCC-10
- CCC-Cotton A and the applicable CCC-Cotton A Continuation
- CCC-Cotton A-1
- CCC-Cotton A-5
- CCC-601
- Repayment Listing
- Notice to Producer Before Loan Maturity
- Forfeiture Listing
- FSA-211
- CCC-679
- CCC-605, CCC-605-1, and CCC-605-2
- CCC-Cotton AA-1
- CCC-719 * * *
- BI documents
- correspondence about any of the documents in this subparagraph
- correspondence with any EWR provider.

Notes: According to subparagraph 24 D, if CCC-605, CCC-605-1, or CCC-605-2 is for a partial redemption, make and file a copy of the applicable CCC-605, CCC-605-1, or CCC-605-2 and return original to redeemer.

An electronic record of CCC-719 is acceptable.

BI documents include options to purchase and sales contracts.

18 Filing and Distribution Instructions (Continued)

C Securing Files

LSA's shall maintain the following documents in a locked, fireproof file:

- CCC-Cotton A and the applicable CCC-Cotton A Continuation
- FSA-211
- CCC-679
- CCC-605, CCC-605-1, and CCC-605-2
- CCC-Cotton AA
- CCC-Cotton AA-1
- CCC-709.

Note: If CCC-605, CCC-605-1, or CCC-605-2 is about a partial redemption, file a copy.

D Distributing Forms and Documents

LSA's shall distribute to the applicable producer completed, executed copies of:

- CCC-Cotton A and the applicable CCC-Cotton A Continuation
- CCC-Cotton A-1
- CCC-Cotton A-5
- CCC-601
- Notice to Producer Before Loan Maturity
- FSA-211
- CCC-679
- CCC-Cotton AA
- CCC-Cotton AA-1
- CCC-709.

19 Cotton Board Activities

A Introduction

This paragraph outlines activities that LSA's perform for the Cotton Board.

B R&P Fees

LSA's shall:

- calculate research and promotion (R&P) fees for:
 - loan advances according to paragraph 40
 - •*--LDP's according to paragraph 77--*
- collect and pay R&P fees for upland cotton to the Cotton Board
- issue checks to the applicable taxing authority by the tenth of the month following the assessment.

Note: LSA's are responsible for over-collections and under-collections.

C Providing Cotton Board Producers' Names and Addresses

LSA's shall provide the Cotton Board a list of the names and addresses of all producers who obtained loans and LDP's through them when requested by the Cotton Board. Mail the lists to the Cotton Board at the following address:

Cotton Board *--Department 522 5050 Poplar Ave. Suite 1900 Memphis, TN 38157.--*

Note: Lists shall be in the format requested by the Cotton Board.

*--19.5 Signature Authority and Limitation References

A Background

Individual producers acting on behalf of other persons or entities must provide evidence that they have authority to sign CCC documents. Policy on signature authority and limitations is provided in 1-CM, Part 25 which LSA employees must review and be familiar with. However, the table below is provided as a quick reference guide and is intended to clarify policy that is only applicable to LSA's.

	THEN see 1-CM,	
IF LSA producer	paragraphs	1-CM Examples
wants to sign CCC documents on behalf of another person or entity and no acceptable evidence of signature authority is on file at LSA	707-717 for types of acceptable evidence of authority depending upon the type of producer. Note: LSA's provide PSD evidence of authority on CCC-846-1A for their employees to sign for the LSA.	 For corporations, LP's, LLP's, LLC's and similar entities, any of the following authorize an officer, manager, or member to sign: corporate charter, bylaws, articles of organization, operating agreement, or partnership papers executed according to State law, that designates the officer, member, or manager resolution by the corporations' board of directors, signed by the corporations secretary, or an officer other than the signatory being extended signature authority
has acceptable evidence of signature authority on file at LSA and is ready to sign CCC documents	707-717 for the acceptable signature format depending upon the type of producer.	 signed corporate minutes. For estates and trusts, the signature for an individual authorized to sign shall consist of: an indicator, such as "by" or "for" illustrating that the individual is signing in a representative capacity the name of the estate or trust, except when the name of the estate or trust shows on the document the representative's name and capacity.
20 Using FSA-211 and FSA-211A

A Policy

See 1-CM for general policies about FSA-211's and FSA-211-A's. Producers may delegate a power of attorney to another person or to LSA on FSA-211. A Notary Public seal on FSA-211 is not required when FSA-211 is signed by an individual in the presence of an FSA or LSA employee. Persons who have been granted an FSA-211 by a producer shall deliver FSA-211 to LSA. LSA shall call the County Office identified in the revocation sentence on FSA-211 to verify that FSA-211 has not been revoked before processing any applicable loan advance or LDP.

FSA-211 used to delegate LSA with a producer's FSA-211 shall include an attachment with the following statement.

The grantor hereby acknowledges that the LSA is an agent of the Commodity Credit Corporation for the purpose of performing certain services requisite to the making and servicing of Commodity Credit Corporation cotton loans and LDP's to eligible producers of eligible cotton and agrees to permit the LSA to act as agent for both the grantor and the Commodity Credit Corporation. The LSA shall disclose to the grantor all facts which the LSA knows or should know would reasonably affect the judgment of the grantor in permitting the LSA to act as agent for both the grantor and the Corporation."

Notes: For this handbook, FSA-211 shall refer to both FSA-211 and FSA-211-A.

"Power of attorney" forms other than FSA-211 will **not** be accepted.

* * *

B FSA-211 Used With CCC-605

Producers may designate an agent on FSA-211 to act on their behalf to execute CCC-605's if FSA-211 **specifically** grants the authority to execute CCC-605's. Producers must be fully aware that designating an agent to execute CCC-605's grants that agent the authority to further delegate authority to another agent.

An agent designated on FSA-211 cannot execute a new FSA-211 to further delegate authority to another agent.

.

--20 Using FSA-211 and FSA-211A (Continued)--

C LSA Power of Attorney Restrictions

If the producer has delegated LSA a power of attorney, LSA shall **not**:

- make any purchase for LSA's own account of cotton redeemed from loan
- sell any cotton to any person who is employed or has the right to control or direct LSA's sale of redeemed cotton or equities.

D FSA-211's Applicable to CCC-605's

LSA's shall accept CCC-605's if FSA-211 specifically grants authority to designate another agent on CCC-605.

E Completing FSA-211's Assigned to LSA

Complete FSA-211's to delegate power of attorney to LSA's according to this table.

Item	Instructions
(1) through (4)	Enter LSA's:
	• name
	• address
	• county
(5)	• State.
(5)	Enter the producer's name.
А	Check the number:
	• "8"
	<u> </u>
D	• "11" and ENTER "Cotton".
В	Check the number "6". If FSA-211 will be used to execute
6A through B	CCC-605, check number "7" and ENTER "CCC-605". Individual producers shall:
·OA unough D ·	individual producers shan.
	• sign
	• enter date.
	• enter date. * * *
7A through C	Corporations shall:
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	• sign
	• enter title
	• enter date.
	* * *
8A through C	Witness shall:
	• sign
	• date
	• enter position.
9A through C	Enter notary public's seal, State and county of commission and
	signature.
	Note: Notarization is required when FSA-211 is not signed by an
10(a) and (b)	individual in the presence of an FSA or LSA employee.
10(a) and (b)	Enter place where FSA-211 is signed.
10(c) through (e)	Enter date FSA-211 is executed.

F Example of FSA-211 for Individual

The following is an example of FSA-211 for an individual. *--

	available electronically.		DEPARTMENT OF AGR		
1-25-14)	F Commodity Cred	it Corporation -	ency – Natural Resources Federal Crop Insurance C POWER OF ATTO	orporation – Risk Managen	nent Agency
HE UND	ERSIGNED does hereby appoint				
I) US	LSA	of the follow	wing address: (2) 12	3 Way Street, McLo	
() Kans			Jefferson	Behaut Duarm	in the State of:
			e attorney-in-fact for (5) ency. Natural Resources (Robert Brown Conservation Service Agen	ey, or Commodity Credit Corporation
	ecked below. NOTE: This power A. FSA, NRCS and CCV (Check applicable p	of attorney for C PROGRAMS		arm Loan Program pur B. TRANSACTIONS	
1. All cu	rrent programs.	🖂 10. Mark	eting Assistance Loans	1. All actions.	neck appricante actions)
2. All cur	rrent and all future programs.		oan Deficiency Payments. in Protection Program for	□ 2. Signing applications	s, agreements, and contracts.
		Dair	y Producers (MPP/Dairy).		, - <i>g</i>
	iltural Risk Coverage/Price Loss age (ARC/PLC).	II 12. Farm	Storage Facility Loan ram.	3. Making reports.	
	ss Crop Assistance Program (BCAP).	13. Cons (CRI)	ervation Reserve Program	4. Conducting all mark transactions.	ceting assistance loan and LDP
	Assistance Program (TAP).		S Conservation Programs.	5. AGI Certification.	
] 6. Livest	ock Indemnity Program (LIP).		gency Conservation ram (ECP).	6. Routing Banking A	ccounts.
7. Livest	ock Forage Disaster Program (LFP).	□ 16. Emer	gency Forest Restoration	7. Other (Specify):	
8. Emero	ency Assistance for Livestock	Progr 17. Othe	am (EFRP). r (Specify):	Executi	ng CCC-605
Honey	Bees, and Farm-Raised Fish (ELAP).			Directure	
9. Nonins (NAP).	sured Crop Disaster Assistance Program	Cot	ton		
(com)	•				
			 2. Making application 3. Reporting crop acr production reports 4. Reporting a notice 	of damage or	6. Making contract changes.7. Other (Specify):
			loss and making cl	aim for indemnity.	
ily served upo	n FSA, NRCS or CCC as appropriate; (2) deat	h of the undersigned	d grantor; or (3) incompetence or	incapacitation of the undersigned	ct until (1) written notice of its revocation has been grantor. The undersigned grantor shall provide
	notice of revocation to the applicable crop ins CED SIGNATURES	urance agent. This	power of attorney shall not be ef	fective until properly executed and	served to a USDA Service Center.
	ire of Grantor (Individual)		6B. Signature Date (MM-	DD-YYYY)	6C. For Grantor's Signature
			00.11	2-20XX	Continuation, check here if
1			7B. Title/Relationship of		FSA-211A is attached.
		diam.			
A. Signatu	Brown Ire of Grantor (<i>Partnership</i> , <i>Corpora</i> <i>etc.</i>) (By)	ition,	the Representative		7C. Signature Date (MM-DD-YYYY)
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3-27-17

G Example of FSA-211 for Corporation

The following is an example of FSA-211 for a corporation and the individual is authorized to sign on behalf of the corporation.

FSA-211 11-25-14)		arm Service A	5. DEPARTMENT OF AGR gency – Natural Resources - Federal Crop Insurance C POWER OF ATTO	Conservation Service - corporation – Risk Manager	ment Agency
	ED does hereby appoir			·	
1) US LSA	in the		wing address: (2) 56 Jefferson	9 East Street, Osl	in the State of:
(4) Kansas			he attorney-in-fact for (5)	ABC Corporatio	
					ncy, or Commodity Credit Corporation
orograms checked beid	A. FSA, NRCS and CCC		rm is not valid for FSA I		for FSA, NRCS, and CCC PROGRAMS
1. All current program	(Check applicable p		keting Assistance Loans	(C	heck applicable actions)
		and	Loan Deficiency Payments.		
2. All current and all	future programs.		gin Protection Program for ry Producers (MPP/Dairy).	2. Signing application	s, agreements, and contracts.
3. Agricultural Risk		🔲 12. Fan	n Storage Facility Loan	3. Making reports.	
Coverage (ARC/P 4. Biomass Crop Ass	istance Program (BCAP).		gram. servation Reserve Program	4. Conducting all mar	keting assistance loan and LDP
5. Tree Assistance Pr	noram (TAP)	(CR	P). CS Conservation Programs.	transactions.	
6. Livestock Indemni		15. Eme	ergency Conservation	6. Routing Banking A	ccounts.
7. Livestock Forage 1	Disaster Program (LEP)		gram (ECP). ergency Forest Restoration	7. Other (Specify):	
_		Prog	ram (EFRP).		
	ance for Livestock Farm-Raised Fish (ELAP). Disaster Assistance Program	Cot	cr (<i>Specify</i>): ton	Executi	ng CCC-605
(NAP).	0				
aly served upon FSA, NRCS	s or CCC as appropriate; (2) death ocation to the applicable crop insu	of the undersign	ise noted. This power of attorney ed grantor; or (3) incompetence or	incapacitation of the undersigned	ect until (1) written notice of its revocation has bee I grantor. The undersigned grantor shall provide d served to a USDA Service Center.
A. Signature of Gran			6B. Signature Date (MM-	-DD-YYYY)	6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. □
 A. Signature of Gran Trust, etc.) (By) (B) Green 	tor (Partnership, Corpora	tion,	7B. Title/Relationship of the Representative President of ABC	Capacity	7C. Signature Date (MM-DD-YYYY) 09-12-20XX
	form shall be acknowledge	ed by a notary	Public unless witnessed b	y a FSA employee or a co.	rporate seal of grantor is affixed).
Signature (a)		the state of	(b)	the County of (c)	7
OR FSA USE ONL	Y				
	(FSA Employee Only)		9B. Signature Date (MI		9C. Official Position
s/ Joe Black	•		09-1	2-20XX	County Executive Directo
	-	Jefferson			USDA Service Center,
State of (b) Kansa		ne effective th		_ day of (d) _ Septer	
producer (grantor) to a Service, Commodity C agencies, and nongov File (Automated). USD	ppoint an individual/organization to serve a readt Corporation, Federal Crop Insurance ernmental entities that have been authorize AMIRCS-1, Landowner, Operator, Produce adion of producer ineligibility to participate	as an attorney-in-fact (Corporation, and Risk ed access to the inform er, Cocperator, or Part	grantee) that is authorized to on behalt of th Management Agency programs. The inten ration by statute or regulation and/or as des isoant Files, and USDA/FCIC-10, Policyho	ie producer, conduct business with USDA (mation collected on this farm may be disclo scribed in applicable Routine Uses identifie (der. Provision the requested information i	Is 7 CFR Part 718, the Commodity Creat Coxponiton Chater & d 2014 (Pub. L 137-9). The relevantion will be used to enable concerning Farm Service Agency, Natural Resources Concernate evolution of the Control Common Common Common d in the System of Records Notice for USDAFS-A-2, Farm Record voluntary. However, failure to Universitie the equated information zealt Corporation, Federal Crap Insurance Corporation, and Ris
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number, which is 0560 CENTER	-0190 for this information collection, and th	e average time require	ed to complete this information collection is	15 minutes per response. RETURN THIS	ation unless this collection of information has a valid OMB contro COMPLETED FORM TO THE APPLICABLE USDA SERVICE
CENTER accordance with Federal civil rights law and ex, gender identity (including gender express il programs). Remedies and complaint filing o	U.S. Department of Agriculture (USDA) civil rights re ion), sexual orientation, riskshilly, age, marital status, hadfines user to encourse to incident	pulations and policies, the U family/parental status, incor	SDA, its Agencies, offices, and employees, and insbb ne derived from a public assistance program, polibial	itions participating in or administering USDA program beliefs, or reprisal or retailation for prior civil rights ac	s are prohibited from discriminating based on race, color, national origin, religion, brity, in any program or activity conducted or funded by USDA (not all bases app
- programmy, remembers and complaint filing d	tery by program of Mexican		olape, American Sign Language, etc.) should contact (

H Example of FSA-211 by FSN

The following is an example of FSA-211 by FSN. *--

This form is available F SA-211 11-25-14)	Fa	arm Service A t Corporation	5. DEPARTMENT OF AGR gency – Natural Resources - Federal Crop Insurance C	Conservation Service - orporation – Risk Manager	nent Agency
THE UNDERSIG	NED does hereby appoin		POWER OF ATTOR ing grantee:	RNEY	
I) US LSA				1 Tumble Weed road	1
evelland	in the		Hockley		in the State of:
4) Texas	View with the Pa		he attorney-in-fact for (5)	Sandy Bryant	the Coult Counting
	ow. NOTE: This power				ncy, or Commodity Credit Corporation
regrams encered cer	A. FSA, NRCS and CCC	PROGRAMS		B. TRANSACTIONS	for FSA, NRCS, and CCC PROGRAMS
1. All current progra	(Check applicable p		keting Assistance Loans	(C	heck applicable actions)
1. An current progra	ms.		Loan Deficiency Payments.	I I. All actions.	
2. All current and al	future programs.		gin Protection Program for	2. Signing application	s, agreements, and contracts.
3. Agricultural Risk	Coverage/Price Loss		ry Producers (MPP/Dairy). n Storage Facility Loan	□ 3. Making reports.	
Coverage (ARC/I	PLC).	Pro	gram.	_	
4. Biomass Crop As	sistance Program (BCAP).	□ 13. Cor (CF	servation Reserve Program	4. Conducting all mar transactions.	keting assistance loan and LDP
5. Tree Assistance F		14. NR	CS Conservation Programs.	5. AGI Certification.	
6. Livestock Indemn	iity Program (LIP).		ergency Conservation gram (ECP).	6. Routing Banking A	ccounts.
7. Livestock Forage	Disaster Program (LFP).	16. Em	grain (ECP). argency Forest Restoration	7. Other (Specify):	
		Prog	ram (EFRP).	0.10	
	tance for Livestock Farm-Raised Fish (ELAP). Disaster Assistance Program	⊠ 17. Oth	er <i>(Specify):</i> ton	FSN 22	Only
(NAP).	Disaster Assistance Program	CO	con		
		-			
-			2. Making application 3. Reporting crop acr production reports. 4. Reporting a notice	eage and	6. Making contract changes.7. Other (Specify):
			loss and making cl	aim for indemnity.	
aly served upon FSA, NRC parate written notice of re-	S or CCC as appropriate; (2) death vocation to the applicable crop insu	of the undersign	ed grantor; or (3) incompetence or	incapacitation of the undersigned	ect until (β) written notice of its revocation has been I grantor. The undersigned grantor shall provide d served to a USDA Service Center.
A. Signature of Gran			6B. Signature Date (MM-	DD_YYYY	6C. For Grantor's Signature
	nor (minimus)			2-20XX	Continuation, check here if
s/ Sandy Bryant			Presson and	 Andressen 	FSA-211A is attached.
A. Signature of Gran Trust, etc.) (By)	ntor (Partnership, Corpora	tion,	 Title/Relationship of the Representative (7C. Signature Date (MM-DD-YYYY)
. Notary Public (this	form shall be acknowledg	ed by a notary	Public unless witnessed b	y a FSA employee or a co	rporate seal of grantor is affixed).
Signature (a)		the state of	(b)	the County of (c)	
OR FSA USE ONL	V				
	e (FSA Employee Only)		9B. Signature Date (MA	A-DD-YYYY)	9C. Official Position
Mary White				2-20XX	County Executive Directo
0. This power of atte	orney was served to (a)	Hockley			USDA Service Center,
tate of (b) Texa	and becan	ne effective th	is (c) 12	day of (d) Septem	ber , (e) 20XX
DTE: The following statem	ent is made in accordance with the Privacy /	Act of 1974 (5 USC 55	2a - as amended). The authority for request	ting the information identified on this form :	is 7 CER Part 718, the Commodity Credit Corporation Charter Ac of 2014 (Pub. L. 113-79). The information will be used to enable
	appoint an individual/organization to serve a Credit Corporation, Federal Crop Insurance werminental entities that have been authorize DA/INRCS-1, Landowner, Operator, Produce ination of producer ineligibility to participate	as an attorney-in-fact (Corporation, and Risk ed access to the inform or Concerntor, or Part	grantee) that is authorized to on behalt of th Management Agency programs. The information by statute or regulation and/or as des- invant Files, and USDAFE/UC-0. Deliveroi	e producer, conduct business with USDA o mation collected on this form may be disclo onbed in applicable Routine Uses identifie for	concerning Ferm Service Agency, Natural Resources Conservat sead to other Federal, State, Local government agencies, Tribai d in the System Of Records Notice for USDAPF-32, Farm Records voluntary, However, failure to turnish the requested informatio credit Corporation, Federal Crop Insurance Corporation, and Ris
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I Example of FSA-211 for General Partnership When All Members Signatures Are Required

The following is an example of FSA-211 for a general partnership when the partnership papers do not provide any individual the authority to act on behalf of the partnership. The partnership is comprised of 3 individuals who executed FSA-211 to appoint 1 of the members as attorney-in-fact for the partnership.

*	-	•

SA-211		DEPARTMENT OF AGR		
		ency – Natural Resources		
Commodity Cred	it Corporation -	Federal Crop Insurance C	orporation - Risk Managem	ent Agency
THE UNDERSIGNED does hereby appoint		POWER OF ATTOR	RINET	
1) John White	of the follow	wing address: (2) 99	9 My Street	
	county of: (3)		VVR Conoral Day	in the State of:
4) Virginia insert grantor's name) in connection with the Fa		e attorney-in-fact for (5) ency, Natural Resources (ev, or Commodity Credit Corporation
rograms checked below. NOTE: This power A. FSA, NRCS and CC	of attorney for		Farm Loan Program purp	
(Check applicable p 1. All current programs.	programs)	eting Assistance Loans		eck applicable actions)
	and L	oan Deficiency Payments.		
2. All current and all future programs.		in Protection Program for y Producers (MPP/Dairy).	2. Signing applications.	agreements, and contracts.
 Agricultural Risk Coverage/Price Loss Coverage (ARC/PLC). 	12. Farm Prog	Storage Facility Loan	3. Making reports.	
4. Biomass Crop Assistance Program (BCAP).		ervation Reserve Program	4. Conducting all mark transactions.	eting assistance loan and LDP
5. Tree Assistance Program (TAP).	14. NRC	S Conservation Programs.	5. AGI Certification.	
6. Livestock Indemnity Program (LIP).		gency Conservation ram (ECP).	6. Routing Banking Ac	counts.
7. Livestock Forage Disaster Program (LFP).	16. Emer	gency Forest Restoration	7. Other (Specify):	
8. Emergency Assistance for Livestock	Progr 17. Othe	am (EFRP). r (Specify):	Executin	ng CCC-605
 Honey Bees, and Farm-Raised Fish (ELAP). 9. Noninsured Crop Disaster Assistance Program (NAP). 				
(NAP).				
his form may also be used to grant authority to an CIC transactions does not have any impact as to t C. INSURED CROPS/STATE/COUN (Enter "All" or specify each crop, state, county a	he FSA, NRCS o TY			TRANSACTIONS
(2000) 120 C. 470(0) C. C. C. 47(C. C. 47(C. C. 47(C. 47))))))))))))))))))))))))))))))))))))		1. All actions.		5. Making transfers and cancellations.
		2. Making application		6. Making contract changes.
		3. Reporting crop acr production reports.		7. Other (Specify):
		4. Reporting a notice	of damage or	
his Power of Attorney is valid in all counties in the United St	tates unless otherwi	loss and making cl se noted. This power of attorney	aim for indemnity. shall remain in full force and effec	t until (1) written notice of its revocation has bee
Ily served upon FSA, NRCS or CCC as appropriate; (2) deat parate written notice of revocation to the applicable crop ins UTHORIZED SIGNATURES	h of the undersigner urance agent. This	d grantor; or (3) incompetence or power of attorney shall not be eff	incapacitation of the undersigned fective until properly executed and	grantor. The undersigned grantor shall provide served to a USDA Service Center.
A. Signature of Grantor (Individual)		6B. Signature Date (MM-	-DD-YYYY)	6C. For Grantor's Signature
				Continuation, check here if FSA-211A is attached.
			f Individual Signing in	
A. Signature of Grantor (Partnership, Corpora Trust, etc.) (By)	ation,	 Title/Relationship of the Representative of 		7C. Signature Date (MM-DD-YYYI)
Trust, etc.) (By) Notary Public (this form shall be acknowledg	ged by a notary	the Representative of Public unless witnessed by	Capacity y a FSA employee or a corp	
Trust, etc.) (By) Notary Public (this form shall be acknowledg		the Representative of Public unless witnessed by	Capacity	
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Trust, etc.) (By) Notary Public (this form shall be acknowledg signature (a) OR FSA USE ONLY A. Witness Signature (FSA Employee Only) D. This power of attorney was served to (a) tate of (b) Virginia and beau and beau The The balance patement is made in accordance with the Phaney field Sc. 714 et al., the Federal Cong Insume Att (70 S) D. This power of attorney was served to (a) The the balance patement is made in accordance with the Phaney field Sc. 714 et al., the Federal Cong Insume Att (70 S) D. This provide attement is made in accordance with the Phaney field According Vield Acco	eed by a notary the state of p Prince Will me effective this read nov (SUSC 800 C 150 He and (Inter South C 150 He and (Inter South) Read (Inter South) He accesses the Inter South Inter South (Inter South) (Inter South	the Representative (Public unless witnessed by (b) 9B. Signature Date (MM 11 ams 5 c) 5 c) 6 c) 12 c) 5 a samenos, the autory brequest 0 convertes, and 5 may Add 0 convertes, and 5 may Add 1 c) 1 c)	Capacity y a FSA employee or a corp the County of (c) d-DD-YYYY) day of (d) Septemb region conservations contained on this form in Prod. 1 TO-248, ard the Approximal Add region conservations contained on this form in Prod. 1 TO-248, ard the Approximal Add region conservations before my the discuss region conservations before my the discuss region conservations before contained on the form region conservation before my the discuss region conservations before contained on the form region conservations before contained on the form region conservation before my the discuss region conservation before contained on the form region conservation before contained on the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the Properties of the form region conservation of the form the fo	Poorate seal of grantor is affixed). PC. Official Position USDA Service Center, USDA Service Center, Control of Control
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J Example of FSA-211A

The following is an example of FSA-211A. *--

	EPARTMENT OF AGRICULTURE		Attachment Pages	
Commodity Credit Corporation - F	cy – Natural Resources Conservation Service deral Crop Insurance Corporation – Risk Mana	gement Agency	1	
POWER OF ATTORN	EY SIGNATURE CONTINUATION	SHEET	1 of	1
Attach to Form FSA-211 OTE: The following statement is made in accordance with the Privacy Act of	074 /5 USC 5520, as amonded). The authority for requesting	the information identified	on this form is 7 CER Part	710 tho
Commodity Ornell Corporation Charter Act (15.0.1.S.C. 714 et seg.), the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used on behalf of the producer, conduct business with USDA concerning Far Corporation, and Risk Management Agency programs. The information nongovernmental entities that have been authorized access to the infor USDA/FSA-2, Farm Records File (Automated), USDA/WRCS-1, Landow information is voluntay. However, failure to furnish the requested infor Natural Resources Conservation Service, Commodity Credit Corporatio	Federal Crop Insurance Act (7 U.S.C. 1301 et seq.), the Food, o enable a producer (granitor) to appoint an individual/organica is Service Agency, Natural Resources Conservation Service, C collected on this form may be disclosed to other Federal, Stati atolic my statistic or regulation and/or as described in applicable ner, Operator, Producer, Cooperator, or Participant Files, and aton will result in a determination of producer ineiphibility to	Conservation, and Energy ion to serve as an attorne ommodity Credit Corpora e, Local government agen e Routine Uses identified USDA/FCIC-10, Policyhoi utbipate in and receive b	r Act of 2008 (Pub. L. 110-2 sy-in-fact (grantee) that is au tion, Federal Crop Insuranc- cles, Tribal agencies, and in the System of Records IV der. Providing the regueste	246), and wthorized e otice for id
realized reasources Conservation service, commodity Creatic Corporation This information collection for FSA commodity and conservation progra- specified in the Apricultural Act of 2014, Title 1, Subtitle F, Administratio specified in the Fiscal Year 2010 Supplemental Appropriations Act (FWL Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248, Title Food, Conservation, and Energy Act of 2008 (See Pub. L. 110-248).	is in Titles I and II of the Agricultural Act of 2014 (Pub. L. 113- , and Title II, Subtitle G, Funding Administration. For the EFR ic L. 111-212). For the FSFL, this information collection is exe	79) are exempt from the F P, this information collect	ion is exempted from the PA	RA. as
For those FSA, CCC, and NRCS programs that are not exempt from PF of information has a valid OMB control number, which is 0560-0190 for RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SI	his information collection, and the average time required to cor	red to respond to a collect nplete this information co	tion of information unless th liection is 15 minutes per rea	is collectio sponse.
. Name of Attorney-In-Fact (Item (1) from FSA-211) ohn White	 Name of Grantor (Item (5) XYZ General Partners 			
AUTHORIZED SIGNATURES A. Signature of Grantor (By)	3B. Title/Relationship of Individual Sign	ing in the	3C. Signature	Data
A. Signature of Grantor (By)	Representative Capacity	ing in the	SC. Signature	Date
s/ John White			09-12-2	20XX
D. Witness Signature (FSA Employee Only)	3E. Signature Date	2-20XX	3F. Official Pe	
s/ Joe Green				
G. Notary Public (this form shall be acknowledged by a Not			eal of grantor is affi	xed).
ignature: the State of	the County of			
A. Signature of Grantor (By)	4B. Title/Relationship of Individual Sign Representative Capacity	ing in the	4C. Signature	Date
s/ Jack Blue			09-12-2	
D. Witness Signature (FSA Employee Only)	4E. Signature Date		4F. Official Pe	
s/ <i>Mike Jones</i> G. Notary Public (this form shall be acknowledged by a No	80000 000	2-20XX	Program Tec	
			eai of granior is agi	xea).
ignature: the State o				
A. Signature of Grantor (By)	5B. Title/Relationship of Individual Sign	ing in the	5C. Signature	Date
s/ Mary White	Representative Capacity		09-12-2	20XX
D. Witness Signature (FSA Employee Only) x/ Sue Black	5E. Signature Date 09-12	2-20XX	5F. Official Pe Program Tec	
G. Notary Public (this form shall be acknowledged by a Not	ary Public unless witnessed by a FSA employe	e or a corporate s	eal of grantor is affi	xed).
ignature: the State o	the County of			
			(g. g)	D
A. Signature of Grantor (By)	6B. Title/Relationship of Individual Sign Representative Capacity	ing in the	6C. Signature	Date
D. Witness Signature (FSA Employee Only)	6E. Signature Date		6F. Official Pe	osition
G. Notary Public (this form shall be acknowledged by a Noi ignature: the State o			eal of grantor is affi	xed).
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D. Witness Signature (FSA Employee Only)	7E. Signature Date		7F. Official Pe	osition
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accontance with Pederal civil ophis fare and U.S. Department of Approxime (USDA) civil ophis regulations and policies, the s, gender identify (Including poster expression), sexual orientation, disability, app, merital status, familysarendal status, inc programs), Remotes and complete tilling deadlines way by program or includer.	ISDA, its Agencies, offices, and employees, and insolutions participating in or administering (SDA programo are prohibited from dis	scriminating based on race, color, national	Voripin, religio
	ne derived hom a public assistance program, political beliefs, or reprisal or relatiation for prio Iologe, American Sign Language, etc.) should contact the responsible Agency or USDA's TAP			
	more among an Sine Language and 1 should confur? the responsible Agency or LISTA's Tal	UE7 Center at (202) 720-2600 (voice	and 1717) or contact USDA through the P	ederal Relay

K Example of FSA-211 for General Partnership When Only 1 Signature Is Required

The following is an example of FSA-211 for a general partnership when the partnership papers authorize Albert Jones to act on behalf of the partnership, and authorize Albert Jones to further delegate such authority. Albert Jones executed FSA-211 on behalf of the partnership to appoint US LSA as attorney-in-fact for the partnership.

-SA-211	ectronically.	U. 3	S. DEPARTMENT OF AGR	ICULTURE	
11-25-14)		arm Service A	gency - Natural Resources	Conservation Service -	
	Commodity Cred	it Corporation		Corporation – Risk Managem	ent Agency
THE UNDERSIGNE	D does hereby appoin	at the follow	POWER OF ATTO		
I) US LSA	b does nereby appoint			3 Way Street	
lanassas	in the) Prince William		in the State of
4) Virginia			the attorney-in-fact for (5)	AAA General Par	tnership
	connection with the Fa	arm Service A	gency, Natural Resources	Conservation Service Agend	y, or Commodity Credit Corporation
	A. FSA, NRCS and CCC	C PROGRAMS			or FSA, NRCS, and CCC PROGRAMS
1. All current programs.	(Check applicable p		rketing Assistance Loans	(Ch	eck applicable actions)
		and	Loan Deficiency Payments.		
2. All current and all fut	ure programs.		rgin Protection Program for iry Producers (MPP/Dairy).	 2. Signing applications, 	agreements, and contracts.
3. Agricultural Risk Cov	verage/Price Loss	12. Far	m Storage Facility Loan	3. Making reports.	
Coverage (ARC/PLC		Pro	gram.		a se la trop
4. Biomass Crop Assist	ance Program (BCAP).		nservation Reserve Program RP).	transactions.	eting assistance loan and LDP
5. Tree Assistance Prog		🗌 14. NR	CS Conservation Programs.	5. AGI Certification.	
6. Livestock Indemnity	Program (LIP).		ergency Conservation	6. Routing Banking Ac	counts.
7. Livestock Forage Dis	aster Program (LFP).		gram (ECP). ergency Forest Restoration	7. Other (Specify):	
		Prog	gram (EFRP).		
8. Emergency Assistance Honey Base and Family		17. Oth	her (Specify):		
Honey Bees, and Far	m-Raised Fish (ELAP).				
(NAP).	aster resistance i rograffi				
C. INSURED	CROPS/STATE/COUN each crop, state, county a	TY	or CCC transactions check	D. CROP INSURANCE (Check applicab	
			1. All actions.		Making transfers and cancellations.
			2. Making application		Making contract changes.
			3. Reporting crop act production reports		7. Other (Specify):
			production reports		
			loss and making c	laim for indemnity.	
his Power of Attorney is valid i uly served upon FSA, NRCS or	CCC as appropriate; (2) deat	h of the undersign	loss and making c vise noted. This power of attorney red grantor; or (3) incompetence of	laim for indemnity. y shall remain in full force and effec r incapacitation of the undersigned y	grantor. The undersigned grantor shall provide
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L Distributing FSA-211

LSA's preparing FSA-211 shall distribute FSA-211 as follows:

- •*--copy to principal granting FSA-211
- original to LSA.--*

21 FAXed Signatures

A General Authorization

FAXed signatures from producers shall be accepted for certain forms and other documents, if **all** of the following are met:

* * *

- the applicable program form or other document is approved for FAXed signatures
- *--Note: See 1-CM, Exhibit 50 for program forms and documents not approved for--* FAXed signatures.
- all other applicable signature requirements are met.

* * *

Important: The authority to accept FAXed signatures does not alter existing authorities for producers to execute transactions, such as power of attorney, fiduciary capacity, or other approved signature authorities.

B Authority to Accept

FAXed signatures are:

- signatures received through a FAX machine
- **not** electronic signatures, such as signatures obtained by e-mail or the Internet.

The authority to accept FAXed signatures applies only to forms used by FSA. The authority is not applicable to forms used by other agencies or departments.

21 FAXed Signatures (Continued)

C Prohibited Uses

FAXed signatures are **not** authorized for any program form or document in 1-CM, Exhibit 50.

D Producer Responsibilities

Producers are responsible for the successful transmission and receipt of information provided to the LSA Office through FAX transmission.

USDA is not responsible for any transmission failures or any other problems that prevent the successful or timely receipt of information provided by producers through FAX transmission.

E Determining Date for Program Purposes

The date and time printed by the FAX machine on the applicable program form or document shall be used to determine whether program deadline and filing date requirements are met.

Example: Producer signs and dates CCC-633 EZ, page 3 on August 15, 2016. LSA's receive FAXed CCC-633 EZ, page 3 on August 16, 2016. Provided all eligibility requirements have been met, LSA's shall use the LDP rate in effect on the date printed by the FAX machine, August 16, 2016, on CCC-633 EZ.

LSA's shall **not** accept or approve any form or document received through FAX machine if the date and time of the FAX cannot be verified.

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22 Heirs of a Deceased Producer

A Succession of Interest

Succession of interest occurs before or after harvest if heirs:

- succeed to the beneficial interest of the deceased producer in both the cotton and the farming unit on which it was produced
- assume the decedent's obligation under a loan if a loan has already been obtained.

B Knowledge of a Deceased Producer

If LSA learns that a producer who has an outstanding loan is deceased, and CCC-686 has not been executed, LSA shall:

- send a certified letter to the fiduciary representative, heirs, or other persons in charge of settling the estate notifying that person:
 - of the existence of the outstanding CCC loan
 - that the loan is covered by a security agreement or secured by pledged warehouse receipts
- attach a copy of the letter to the loan papers on file in the LSA Office
- immediately notify the State Office.
- **Note:** State Offices shall forward notification of deceased producers for which CCC-686 has not been executed to the regional attorney for appropriate action.

22 Heirs of a Deceased Producer (Continued)

C When to Complete CCC-686

Complete CCC-686 if the heirs want to obtain or continue a loan and either of the following applies:

- there will be no administration or probate of the estate
- administration or probate of the estate is closed.

Before a loan is disbursed or continued under loan, CCC-686 must be:

- executed by persons claiming succession to a deceased producer
- approved by COC of Administrative County Office.

D Preparing CCC-686

Prepare an original and 1 copy for each person signing CCC-686 according to the following instructions.

*__

Item	Instructions
1	Enter LSA name and address.
2	Enter LSA code.
3	Enter current loan number, or assign next unused number from loan number
	register.
4	Enter crop year.
5	ENTER "Cotton".
6	Enter name of deceased person.
7	Enter date of death.
8	Check if death was before or after harvest.
9 and 10	Enter name and address and relationship of all persons inheriting commodity,
	whether or not related to the deceased.
11 and 12	Enter names of all persons assuming farming unit whether or not related to
	the deceased.
	Note: To be eligible for price support, the person's name must appear in
	items 9 and 11, and, if applicable, item 13.
13 through	Enter name and nature of disability of any heir who is a minor or an
16	incompetent and the name and address and capacity of the representative of
	this person.
17 A	Heirs or representatives of heirs who have inherited the commodity and have
through F	assumed the farming unit and who are requesting price support must sign the
	application and provide DCIA certification.
18	Obtain signature from administrative County Office.

Par. 22

22 Heirs of a Deceased Producer (Continued)

D Preparing CCC-686 (Continued)

The following is an example of CCC-686. *--

APPLICATION FOR LOAN OR LOAN DE PAYMENT BY HEIRS (On a commodity produced by a person who ha See Page 2 for Privacy Act Statement. 6. NAME OF DECEASED PERSON James X. Hoffer 9. PERSONS INHERITING (Name and Addre Samuel P. Hoffer 101 Route 36, Lubbock, 1 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already liste Samuel P. Hoffer	As died) OF DEATH D-YYY) 1-15-2003 COMMODITY PSS) TX 80610 NG UNIT (Include heir	TELEPHONE NO. (Includ 2. ST. & CO. CODES 48-750 4. CROP YEAR 2003 8. DEATH OCCURRED BEFORE HARVEST	3. APPLICAT 5. COMMODI AFTER H	ION NUMBER	
(On a commodity produced by a person who ha See Page 2 for Privacy Act Statement. 6. NAME OF DECEASED PERSON James X. Hoffer 9. PERSONS INHERITING ((Name and Addree Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already lister	DF DEATH D-YYYY) 1-15-2003 COMMODITY ISS) TX 80610 NG UNIT (Include heir	48-750 4. CROP YEAR 2003 8. DEATH OCCURRED BEFORE HARVEST	5. COMMODI AFTER H. 10. RELAT	0002 TY	
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 9. PERSONS INHERITING ((Name and Addre Samuel P. Hoffer 101 Route 36, Lubbock, ' 11. NAMES OF PERSONS ASSUMING FARMII (Address if not already listed) 	COMMODITY sss) TX 80610 NG UNIT (Include heir		10. RELAT		
Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already liste	TX 80610				
11. NAMES OF PERSONS ASSUMING FARMII (Address if not already liste	NG UNIT (<i>Include hei</i> i		Son		
(Address if not already liste					
Samuel P. Hoffer		rs in Item 9)	12. RELATIO	NSHIP TO DECEASED O CAPACITY	
			SOn		
If any person shown in Item 9 or 11 above is a minor or incomp 13. 14. NAME OF MINOR OR INCOMPETENT (if any)		owing: REPRESENTATIVE OF F 15. IAME AND ADDRESS	CAPAC	IN ITEM 13 16. ITY (Guardian, Custodian, ervator, Liquidator, etc.)	
17. CERTIFICATONS (To be certified to and by each person shown	n in Items 9 and 11 or hi	s or her rennesentative shown in II	iem 15 who is reru	esting a ban or I DP)	
 The undersigned hereby certifies that 1/ A. The person shown in Item 6 died on the date shown an B. The decedent and the commodity heir she produced we interest in the commodity shown above. C. (1) There has not been nor is it contemplated that there closed. D. The persons listed in Items 9, 11, and, if applicable 13, farming unit of the decedent described in this form. E. Each of such persons requests (1) a loan be continued of F. Are you or any co-applicant delinquent on any feder 	ere eligible for loan or e will be administratio , are the only persons or disbursed, or (2) an	r LDP and that the persons sho n or probate of the estate or (2) who have inherited or otherwis	wn in Item 9 hav) administration o se acquired an int	e inherited the decedent's or probate of the estate is terest in the commodity an	
18A. Signature (By) 18 /s/ Samuel P. Hoffer	8B. Title/Relationship Representative Ca	of the Individual Signing in the apacity		18C. Date (MM-DD-YYY)	
and the second residence on a second s	8B. Title/Relationship Representative Ca	of the Individual Signing in the apacity		18C. Date (MM-DD-YYY)	
18A. Signature (By) 18	18B. Title/Relationship of the Individual Signing in the Representative Capacity			18C. Date (MM-DD-YYYY)	
19A. CERTIFICATION OF COUNTY COMMITTEE The undersigned certifies that each applicant whose signat applicant(s) to file this application was determined in acco- contained herein have been examined and are true and corr	ture appears above h ordance with the reg rect to the best of m	has the authority to act in the ulations of the Department by knowledge and belief.	e capacity indic of Agriculture;	cated; that the right of the and that the statements	
19B. FOR THE COUNTY COMMITTEE BY /s/ Andy Johnson				19C. Date (MM-DD-YYY 01-05-20XX	

D Preparing CCC-686 (Continued)

*_-

IOTE:	The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority information identified on this form is 7 CFR Part 718, 7 CFR Part 1421, the Commodity Credit Corporation Charter Act (1 and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to allow theirs of an continue a CCC loan or to request a loan deficiency payment (LDP). The information collected on this form may be discit State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the (Automated) and USDAF5A-14, Applicant/Borrower. Providing the requested information is voluntary. However, faiture information will result in a determination of ineligibility to obtain or continue a CCC loan or ineligibility for program benefits.	5 U.S.C. 714 et seq.), estate to obtain or osed to other Federal, he information by statute Farm Records File to furnish the requested
	This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food Energy Act of 2008 (see Fulls L. 110-248, Title I, Sublitle F. Administration). The provisions of appropriate criminal and c other statutes may be applicable to the information provided. RETURN THS COMPLETED FORM TO YOUR COUNTY	ivil fraud, privacy, and
. marital	epartment of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, dis bibs assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for commu (Braille, large print, audiobase, etc.) should consid USDA's TARGET Center at (2021 720-2000 (vice and TDD).	lividual's income is derived
file a con 0, Wash	status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an inc	dividual's income is derived nication of program

E Distributing CCC-686

Distribute CCC-686 as follows:

- keep original in the LSA Office
- give each person signing CCC-686 a copy.

23 Liens and Lien Waivers

A Policy

LSA's shall follow lien policies in 7-CN, paragraph 124. Lien waivers shall not be obtained for unrecorded liens, including landlord liens, ginners' possessory liens, and harvesters' liens, unless LSA has received actual notice of the existing lien.

B Procedures to Determine Whether Lien Exists

To determine whether a lien exists, LSA's shall make a lien search on **all** cotton, including Federal and State tax liens, to be pledged for loan at the appropriate recording official's office according to information provided on CCC-10 prepared according to paragraph 23.5.

C Obtaining CCC-679's

If liens exist, obtain lienholder signatures on CCC-679 to release a particular lien on cotton pledged for loan.

Notes: LSA's shall obtain CCC-679 for each lienholder.

If an offset is applicable, do **not** disburse the loan unless the lienholder agrees to the offset by checking line 1 or 3 on CCC-679.

CCC-679's are required for all loan requests received from FSA Farm Loan Program borrowers.

LSA's shall not obtain lien waivers for liens that are not recorded unless actual notice of the existing lien is provided to LSA by the lienholder in person or in writing

D Completing CCC-679 for Producers

County Offices shall complete:

- CCC-679 according to this table
- block (3), if applicable, according to subparagraph E.

Item	Instructions
1	Enter County Office information.
2	Name and address of producer.
3	Enter crop year.
4	Enter "Cotton".
5	Lienholder shall check applicable box.
6	Enter name and address of the lienholder.
7A	Lien of authorized agent shall provide signature.
7B	Enter the relationship of the individual signing as representative.
7C	Enter date of signature.

23 Liens and Lien Waivers (Continued)

E Completing CCC-679, Block (3)

Complete CCC-679, block (3) according to this table.

IF	AND	THEN
an administrative		*enter "none" on CCC-679, item 8(3)(a).
offset does not apply		
an administrative		enter the offset amount as of the date CCC-679
offset does apply		is prepared on CCC-679, item 8(3)(a).
	the lienholder is any of	• enter the offset amount as of the date
	the following:	CCC-679 is prepared on CCC-679, item 8(3)(a)
	• United States of	
	America, Acting	• calculate the estimated net disbursement
	through USDA or FSA	amount in item 9 as follows:*
	• USDA	• multiply applicable county loan rate for the commodity times the quantity for loan
	• USDA, formerly	
	FmHA	• deduct assessments, fees, and
	• FSAFSA, formerly	administrative offsets, as applicable
	FmHA	• enter "estimated net disbursement amount
		is \$" before CCC-679 is given to an
		FSA FLP representative.
a statement of		do either of the following:
charges accompanies		
the warehouse		• add the total dollar amount of the charges
*receipt according		to any other offset amounts
to 7-CN,		
paragraph 165*		• modify the statement to add language that states whose charges are being offset without specifying the type or amount of
		the charges.

23 Liens and Lien Waivers (Continued)

F Completing CCC-679

The following is an example of CCC-679.

This form is available electronically. CCC-679 U.S. DEPARTMENT OF AGRICULTURE (11-15-16) Commodity Credit Corporation			1A. County Name and Address (Including Zip Code) Lubbock County, TX		
LIEN WAIVER			1B. County Office Telephone Number (Including Area Code)		
			1C. Co	ounty Fax Number (Includi	ng Area Code)
2. Name and Address of Producer (Including 2	Zip Code)	3. Crop Year		4. Commodity	
Ben Jefferson Box 185 Soemtown, TX 12345		2004		Cotton	
Charter Act (15 U.S.C. 714 et seq)., participate in and receive benefits un authorized by the current lienholder f disclosed to other Federal. State. Los the information by statute or regulatic Farm Records File (Automated) and furnish the requested information will This information collection is exempt Subtitle F, Administration) The prov RETURN THIS COMPLETED FORM 5. The undersigned is the holder of a lier commodity as collateral for a Commo interest in, and title to, such commodi check one of the following):	der a Commodity Crea for purposes of pledging cal government agencia on and/or as described USDA/FSA-14, Applice result in a determinati ed from the Paperwork isions of criminal and d to YOUR COUNTY 1 n on the commodity dity Credit Corporat	Ift Corporation (CC g the commodity to es, Tribal agencies in applicable Routu ant/Borrower. Prov on of ineligibility to Reduction Act as: rivil fraud, privacy, . FSA OFFICE. identified above: tion ("CCC") loa	C) loan p CCC for , and no ine Uses riding the participa specified and othe . In orde n, with	rogram by documenting th a loan. The information a igovernmental entities that identified in the System o requested information is is te in and receive benefits in the Agricultural Act of 2 r statutes may be applicat err for the producer iden respect to CCC only, th	hat a lien waiver has been sollected on this form may be it have been authorized access it Records Notice for USDA/FSA- voluntary. However, failure to under a CCC loan program. 2014 (Pub. L. 113-79, Title I, sie to the information provided. tified above to pledge such the undersigned waives all
 (a) To the producer. (b) Jointly to the producer and the under the producer and the producer and the under the producer and the under the producer and the producer and the under the producer and the pr	C				as of (2)
 (a) To the producer. (b) Jointly to the producer and the un 	dersigned lienholder				
 (a) To the producer. (b) Jointly to the producer and the un (c) Jointly to the producer and the und 	dersigned lienholder				t as of (2)10-01-20XX
 (a) ∑ To the producer. (b) ☐ Jointly to the producer and the under and charges due (3) Baker Gin 6. Name and Address of Lienholder or Author Key Bank 100 East Main St. 	dersigned lienholder Co. ized Agent 7B. Title/Rel		.00	_administrative offset	t as of (2)10-01-20XX
 (a) To the producer. (b) Jointly to the producer and the uncertaint of the producer and the uncertaint	dersigned lienholder Co. ized Agent 7B. Title/Rel <i>Roprose</i> 7B. Title/Rel	r, less (1) \$ 500	.00 dividual	administrative offset	t as of (2) <u>10-01-20XX</u> (Date)
 (a) To the producer. (b) Jointly to the producer and the unand charges due (3) Baker Gin 6. Name and Address of Lienholder or Author Key Bank 100 East Main St. Sometown, TX 12345 7A. Lienholder Signature (By) /s/ Bill Bank 	dersigned lienholder Co. ized Agent 7B. Title/Rel Represe 7B. Title/Rel Represe 27B. Title/Rel Represe epartment of Agriculture (L grams are prohibiled from status, family/parental sta tucked or tunded by USDA s of communication for pro-	r, less (1) \$ 500	.00 dividual dividual dividual ulations ar on race, c on race, c on race, c on race, c all prob	administrative offset 	TC. Date 10-15-20XX 7C. Date 10-15-20XX 7C. Date ncies, offices, and employees, and exe, gender identify (including gender al beliefs, or reprisal or retailation for filling deadlines vary by program o case and simployees in the filling of the filling of the filling of the filling deadlines vary by program o case and simployees in the filling deadlines vary by program o case and simployee in the filling deadlines vary by program o

G Distributing CCC-679

LSA's shall distribute CCC-679 as follows:

- file original in a locked, fireproof file
- send 1 copy to the producer.

Note: Lienholder will keep 1 copy.

A Applicability

Producers applying for CCC or FSA loans at LSA's are required to provide specific information on CCC-10. CCC-10:

- serves as CCC's or FSA's notice of intent to perfect its security interest
- identifies the debtor's exact full legal name, and if the debtor is an entity, the type and location of the entity
- identifies the jurisdiction in which CCC will conduct lien searches
- if applicable, authorizes CCC or FSA to file financing statements before executing a security agreement
- is not applicable for loans made to a producer who will immediately exchange the commodity certificate for all loan collateral according to Part 9, Section 8
- is applicable to warehouse loans to identify the jurisdiction in which to conduct lien searches, but for which UCC is not filed.--*

23.5 Completing CCC-10 (Continued)

B Obtaining Authorization

LSA's shall obtain CCC-10 and signatures as follows:

- if a current CCC-10 is not already filed, obtain a signed CCC-10
- ensure that producers understand that:
 - applicable collateral for loans is not described on CCC-10
 - CCC-10 remains in effect until the producer notifies CCC or FSA of any changes by completing a new CCC-10
 - for UCC's filed manually that require the debtor's signature, CCC requires CCC-10 to identify the jurisdiction in which to perform lien searches
- •*--for:
 - general partnerships and joint ventures, all partner's signatures are required
 - corporations, limited partnerships, and limited liability corporations, the person authorized to sign for the entity is required to sign
 - trusts, the trustee or trustees are required to sign
 - estates, the executor is required to sign--*
- allow spouses to sign CCC-10 for each other only as allowed according to 1-CM
- gather data and signatures concerning spouses where spousal information is required by State law, according to the regional attorney
- if applicable, obtain a copy of CCC-10 from County Offices in which the producer is active.

C CCC-10 Availability

--CCC-10 is available for download by LSA employees from the USDA Service Center eForms web site at http://forms.sc.egov.usda.gov/eforms/formsearchservlet.--

*--23.5Completing CCC-10 (Continued)

D Instructions for Preparing CCC-10

LSA's shall prepare CCC-10 according to the following table.

Item	Instructions
Part A	Ensure that the producer understands the statements in this part.
1	Check the box for:
	• individual, if the producer conducts a farming operation as an individual
	• organization or entity, if the producer conducts a farming operation as an organization or entity.
2	If the box in item 1 is checked for:
	• individual, enter the applicable Social Security number or tax identification number
	• organization or entity, enter the applicable tax identification number.
3	If the box in item 1 is checked for:
	 individual, enter the first, middle, and last name and, if applicable, a suffix organization or entity, enter the full legal name of the organization or entity.
	Note: This is the name that will be used on UCC forms.
4	If the box in item 1 is checked for individual, enter the first, middle, and last name and, if applicable, a suffix for a spouse.
	Note: This is the name that will be used on UCC forms for additional debtors.

23.5 Completing CCC-10 (Continued)

D Instructions for Preparing CCC-10 (Continued)

Item	Instructions
5	If the box in item 1 is checked for individual, enter the name of the State and county of the producer's primary residence. Unless otherwise advised by OGC, this is where to file UCC's and to perform lien searches.
6	If the box in item 1 is checked for organization or entity, enter the type of organization or entity. Acceptable types are corporations, general or limited partnerships, limited liability companies, and trusts. An informal joint operation or venture is not a legal entity. Members of an informal joint operation or venture are treated as individuals.
7	If the organization or entity is registered, it must be organized under the law of a single State and must be displayed in a State public record as being organized. If the organization or entity is registered, enter the State in which the organization or entity was created and is registered. Unless otherwise advised by OGC, this is where to file UCC's and to perform lien searches.
8	If the organization or entity is not registered, enter the State where the place of business is located or where the organization or entity conducts its affairs. Unless otherwise advised by OGC, this is where to file UCC's and to perform lien searches.
9	Ensure that the producer understands the statement in item 9.
10A-F	 If the box in item 1 is checked for: individual, the producer enters signature as first, middle, and last name and, if applicable, a suffix
	• organization or entity, the producer enters the following:
	legal name of the organization or entitythe word "by"
	• producer's signature
	• producer's title.
	Example: Hobbitt Farms Inc. by John H. Smith, president.
11A-F	Obtain signature, title and/or relationship, and date from organization or entity

23.5 Completing CCC-10 (Continued)

E Example of CCC-10

The following is an example of a completed CCC-10.

*--

(11-19-15) Commo Farr				AGRICULTURE Corporation gency		
	AUTHORIZ	ATION TO FILE A	FINANCING	RPORATION OR FARM SE STATEMENT AND RELAT	FED DOCU	MENTS
	The following statement is mad hear 761, 7 CFR Part 1436, the Apricultural Act of 2014 (Pub L documentation of producer acts solution, Local government agenci applicable Routine Uses identifi information is voluntary. Howe arogram. According to the Regenwork Re OME control number. The valit minutes par response. Includin minutes par response.	e in accordance with the Privacy Commodity Credit Corporation 113-79). The information will a nowledgement of, and agreeme C or FSA to file financing statem eta, Tribal agencies, and nongo- ver, failure to furnish the requesi duction Act of 1995, an agency d OMB control number for this in the time for newewing instruction	v Act of 1974 (5 U.S. C Charter Act (15 U.S. C be used to determine into, the terms and c nents before execution vernmental entities th tobe for USDA/FSA-2 ted information will re may not conduct or s formation collection is nos, searching existin	552a - as amended). The authority for request 714 et seq.), the Consolidated Farm and Ru and the seq.), the Consolidated Farm and Ru and the authority of Conter FSAM texture of Intel to a security agreement. The information croke a dimetit base at there been authoritied accesses to the information. Farm Records File (Automated) and USDAF suit in a determination of ineligibility to participation of 560-0215. The time required to complete the galaxies, and a parson is not required to responso o 560-0215. The time required to complete the galata sources, gathering and maintaining the oy, and other statutes may be applicable to the construction.	esting the informa rai Development A under a CCC or F protect its security toted on this form ra- tion by statute or rSA-14, Applicant/ ate in and receive ate in and receive d to, a collection of his information col data needed, and	Ion identified on this form is 7 CFR (77 U.S. 1221 et seq.), and the SA loan program through interest, identification of debtor or nay be disclosed to other Faderal, opulation and/or as described in Borrower. Providing the requested benefits under a CCC or FSA loan it information unless it displays a valid oction is estimated to average 5 completing and reviewing the
PARTA	FORM TO YOUR COUNTY FS - INTRODUCTION	A OFFICE.		5		
payment o security int financing s CCC mark a lien sear made to th any chang	f any loan made or to b erest in such collateral, tatement and where it v eting assistance loans, ch will be conducted. F e undersigned until the es in this information.	e made, that CCC or FS that the information pro vill be filed and that CCC I understand that a finar urther, the undersigned	A will file or has wided in this inst or FSA will rep noing statement understands that C or FSA of any	SA will take or has taken a security filed a financing statement or an a rument will affect the contents of th / upon this information provided by will not be filed but this form is nec- at CCC or FSA will continue to use / changes. The undersigned agree	mended finan he financing s the undersign essary to esta this information	cing statement to perfect its atement or any amended ned. For warehouse-stored blish the jurisdiction in which on for any future loans to be
1. Type of	Undersigned:	Individual		2. Social Security Number or Tax	Identification	Number (9 Digits)
		Organization or Entity	·		1-XX-79X1	
	ned's Full Legal Name			 Spouse's Full Legal Name Jane LuAnne Smith 		
5. State an	d County of Primary Re	sidence if Undersigned i	is an	6. If Undersigned is an Organizati	ion or Entity, \$	Specify the Type of
Individua	d ey, Adams Co.			Organization or Entity		
		r entity is a registered or	ganization or er	tity, specify the state in which the o	organization o	r entity was created.
organiz	AUTHORIZATION I undersigned author	its affairs. O FILE <i>izes CCC or FSA to J</i> <i>ig statement and sect</i>	file a financin urity agreeme	specify the state where the place of g statement under the name of nt at any time following the da	f the unders ate that this	igned for collateral to be instrument is signed. By
9. The desc		C or ESA normission	n to file a fina	ncing statement prior to the e	xecution of	the security agreement.
9. The desc sign as w I au assi:	ing below, I give CC ell as to file amendn thorize CCC to enter	ents and continuation on the financing state description on the ap	<i>tement a brod</i> plicable secu 10B. Title/Rela	ncing statement thereafter. ader description of the collater		
9. The desc sign as w I au assis 10A. Signa	ing below, I give CC ell as to file amendn thorize CCC to enter stance loan than the	ents and continuation on the financing state description on the ap	<i>tement a brod</i> plicable secu 10B. Title/Rela	ncing statement thereafter. Ider description of the collater rity agreement. ationship of the Individual Signing in	n the 10C	ecure a CCC marketing Date (MM-DD-YYYY) 11-21-20XX
9. The desc sign as w I au assis 10A. Signa /s/ John Ro	ing below, I give CC ell as to file amendn thorize CCC to enter stance loan than the ture of Individual in Iten	nents and continuation on the financing state description on the ap o 3 (By)	atement a broad pplicable secu 10B. Title/Rela Represe	ncing statement thereafter. Ider description of the collater rity agreement. ationship of the Individual Signing in	n the 10C	ecure a CCC marketing Date (MM-DD-YYYY)
9. The desc sign as w I au assis 10A. Signa (s/ John Ra 10D. Signa	ing below, I give CC ell as to file amendn thorize CCC to enter stance loan than the ture of Individual in Iten usco Smith, Jr.	nents and continuation on the financing state description on the ap o 3 (By)	atement a broad pplicable secu 10B. Title/Rela Represe	ncing statement thereafter. Ider description of the collater rity agreement. stionship of the Individual Signing in ntative Capacity ationship of the Individual Signing in	n the 10C	ecure a CCC marketing Date (MM-DD-YYYY) 11-21-20XX
9. The desc sign as w I au assis 10A. Signa /s/ John Ro 10D. Signa /s/ Jane Lu	ing below, I give CC ell as to file amendan thorize CCC to enter stance loan than the ture of Individual in Iten osco Smith, Jr. ture of Individual in Iten	nents and continuation on the financing state description on the ap o 3 (By)	ttement a brou pplicable secu 10B. Title/Rela Represe 10E. Title/Rela Represe	ncing statement thereafter. Ider description of the collater rity agreement. stionship of the Individual Signing in ntative Capacity ationship of the Individual Signing in	n the 10C	ecure a CCC marketing Date (MM-DD-YYYY) 11-21-20XX Date (MM-DD-YYYY)
9. The desc sign as w assis 10A. Signa 10A. Signa 10D. Signa 10D. Signa 11A. Signa	ing below, I give CC ell as to file amendan thorize CCC to enter stance loan than the ture of Individual in Iten osco Smith, Jr. ture of Individual in Iten Anne Simith	ents and continuation on the financing stat description on the ap 13 (By) 14 (By) Entity in Item 3 (By)	itement a broa policable secu 10B. Title/Rela Represe 10E. Title/Rela Represe 11B. Title/Rela Represe	ncing statement thereafter. Inder description of the collater rity agreement. ationship of the Individual Signing in ntative Capacity ationship of the Individual Signing in ntative Capacity ationship of the Individual Signing in	n the 10C n the 10F. n the 11C	ecure a CCC marketing Date (MM-DD-YYYY) 11-21-20XX Date (MM-DD-YYYY) 11-21-20XX

24 Using CCC-605, Designation of Agent

A Initial and Subsequent Designation of Agent

[7 CFR 1427.5(e)(2)(iii)] [7 CFR 1427.19] Producers may use CCC-605 to designate to an agent the right to redeem all or a portion of the bales pledged as collateral for a specified loan.

Such designation of an agent does not relieve the producer from the terms and conditions of the note and security agreement.

Agents designated by producers may transfer the designation to a subsequent agent by endorsement on CCC-605.

Subsequent agents, designated on CCC-605, may further transfer the designation to other subsequent agents on CCC-605 by endorsement.

B Additional Forms for Agent Designations

If the transfer of designation is for less bales than:

- are associated with the applicable loan, CCC-605-1 or other bale list must be completed according to subparagraph 207 C
- originally designated by the producer, CCC-605-2 and CCC-605-1 shall be completed according to subparagraphs 207 B and 207 C, respectively.

C Preparing and Using CCC-605

LSA's shall make CCC-605's, CCC-605-1's, and CCC-605-2's available to the public. Producers should be advised that a separate CCC-605 is required for each loan.

These forms shall be prepared only by producers and designated agents.

When a valid CCC-605 or CCC-605-2 and supporting CCC-605's, CCC-605-1's, and CCC-605-2's, as applicable, are presented to LSA, the last agent designated may redeem the bales covered by CCC-605 or CCC-605-2.

24 Using CCC-605, Designation of Agent (Continued)

D Filing Policy and Procedure

- *--CCC-605, CCC-605-2, and CCC-605-1 are not kept on file by LSA's because CCC is not a party to these agreements. LSA filing would infer that CCC will be knowledgeable of and responsible for managing such agreements, which is not a responsibility CCC agrees to undertake. Thus, these forms are not to be kept on file by LSA's.--*
 - **Exception:** If a designated agent is redeeming part of the cotton covered by CCC-605 or CCC-605-2, LSA shall place a copy of CCC-605 or CCC-605-2 and supporting CCC-605's, CCC-605-1's, and CCC-605-2's in the loan folder and return the originals to the agent.

LSA employee making any photocopy of an original CCC-605 or CCC-605-2 shall write or stamp, initial, and date the following statement on the photocopy: "This is a photocopy of the original having the required original signatures".

E Canceling CCC-605

[7 CFR 1427.5(e)(2)(F)] Producers may cancel CCC-605's by providing a written request to LSA with the following information:

- agent
- loan number
- applicable bales.

Note: The producer must sign and date the request.

Any cancellation request is filed, but not the original CCC-605.

25 Required Signatures and Documents for Agent Designations

A Signatures Required for Valid CCC-605

If CCC-605 is presented, the agent must present a properly completed CCC-605. A FAXed copy of CCC-605 is acceptable if all signatures are * * * obtained according to paragraph 21.

B Signature Required for Valid CCC-605-2

For a presented CCC-605-2 to be considered valid, the agent must present:

- a properly completed CCC-605-2 that has **the original signature**, **a FAXed signature**, *** **or approved impressed signature** of the transferring agent according to subparagraph E
- a copy of the original CCC-605 that was properly completed and signed by the producer
- copies of all CCC-605-2's transferring designation for the presented CCC-605-2.

C Impressed Signatures on CCC-605's and CCC-605-2's

Any signature that is affixed to an original CCC-605 or CCC-605-2 and is a reproduction of the person's or authorized person's signature shall be considered an impressed signature.

Note: Signatures that were reproduced by a photocopy machine or a facsimile machine are not considered impressed signatures.

D National Registry for Original and Impressed Signatures

For information about the National Registry, see 7-CN, subparagraph 205 D.

LSA's are provided access to the National Registry.

25 Required Signatures and Documents for Agent Designations (Continued)

E Approved Impressed Signatures

State Offices shall notify each LSA of the impressed signatures that have been registered with the State Office and the format in which an impressed signature is to be represented.

Example: Southern Cotton Merchants has registered the following impress with the State Office:

Southern Cotton Merchants

The State Office would notify LSA's that an impress signature for Bill E. Jones is acceptable on CCC-605's or CCC-605-2's if it is in the following format:

"Southern Cotton Merchants /s/ Bill E. Jones".

--F Presenting Documents at LSA--

[7 CFR 1427.5(e)(2)] The following table shows what must be presented at * * * LSA where the loan originated by designated agents based on who is presenting CCC-605 and whether all or a portion of the loan quantity is being redeemed.

Type of		
Designation	Producer to Agent "A"	Agent "A" to Agent "B"
Situation	Producer has designated Agent "A" to redeem all or a portion of the bales of a specific loan.	Agent "A" has transferred the designation to Agent "B" for all the bales designated by the producer.
CCC-605 or CCC-605-2	CCC-605:	CCC-605:
Presented	 original signatures of producer "ALL" is checked (item 8) No. of bales = 100 (item 9). 	• original endorsement by Agent "A" on CCC-605 (Reverse)
		 "ALL" is checked (item 8) No. of bales = 100 (item 9).
Document Needed for	CCC-605	CCC-605
Redemption		

25 Required Signatures and Documents for Agent Designations (Continued)

Type of		
Designation	Agent "B" to Agent "C"	Agent "C" to Agent "D"
Situation	Agent "B" has transferred the designation to Agent "C" for a portion of the bales transferred by Agent "A".	Agent "C" has transferred the designation to Agent "D" for a portion of the bales transferred by Agent "B".
CCC-605 or CCC-605-2 Presented	 CCC-605-2: original signatures of Agent "B" as agent No. of Bales = 25 (item 6). 	 CCC-605-2: new CCC-605-2 original signatures of Agent "C" as agent No. of Bales = 10 (item 6).
What Is Needed Before LSA Will Allow Redemption or Extension	 CCC-605-2 and the following supporting documentation: list of 25 bale receipt numbers copy of CCC-605 signed by producer, and endorsed by Agent "A" transferring designation to Agent "B". 	 CCC-605-2 and the following supporting documentation: list of 10 bale receipt numbers copy of CCC-605-2 signed by Agent "B" transferring designation for 25 bales to Agent "C" copy of the list of 25 bales transferred from Agent "B" to Agent "C" copy of CCC-605 signed by producer and endorsed by Agent "A" transferring

F Presenting Documents at the County Office (Continued)

26 Using CCC-605-2, Designation of Subsequent Agent

A Preparing CCC-605-2's

Agents who want to redeem only a portion of the cotton listed on CCC-605 or CCC-605-2 designating themselves as agent, may prepare a new CCC-605-2, completed according to subparagraph 27 B, which transfers only those bales the agent wants to redeem to themselves.

Note: For this purpose, CCC-605-2, front side, is all that is required. Copies of CCC-605-2 without a reverse side shall be acceptable if the front side is completed properly.

B Supporting Documentation

Agents who prepare a new CCC-605-2 for redeeming cotton under loan must submit to LSA a new CCC-605-2, with the original signature or approved impressed signature, and a copy of the original CCC-605 and supporting CCC-605-2's, as applicable.

C CCC-605-1 Signature

LSA's shall not require CCC-605-1, or other bale list, to be signed when accompanied by CCC-605's that transfer the right to redeem the cotton loan from an agent to themselves.

27 Completing Designation of Agent Forms

A Instructions for CCC-605

CCC-605's must be completed according to this table before being accepted.

Note: CCR policy is not applicable to LSA's

Item	Instructions
Part B	
4A	Enter the crop year of the loan to which the designation of agent applies.
	A separate CCC-605 is required for each individual loan.
4B	Enter the loan number of the loan to which the designation of agent applies.
	A separate CCC-605 is required for each individual loan.
4C	Enter the maturity date of the loan to which the designation of agent applies.
	A separate CCC-605 is required for each individual loan.
4D	Enter file sequence number
5	If the producer is designating the agent for the total loan quantity identified in Item 4, check the "ALL" box.
	If the producer is designating a partial loan quantity, or a partial designated
	quantity is being designated by the agent or subsequent agent, check the "See
	attached Form CCC-605-1 or other list" box.
6	Producer reads Part B and enters in Item 6 the name and address of the agent
	designated by the producer under the terms of Part B
	Note: Holder ID is not applicable.
7	Enter the address and FAX number of the FSA office where the documents for the
	loans identified in Item 4 are maintained.
Part C	
8A	Enter the name and address including ZIP code of the contact producer. Only the
	contact producer needs to be listed in cases where several producers have signed
	the note and security agreement for the loan. However, the other producers must
	sign and date in Items 9A through 12B. Part C is continued on CCC-605, Page 3,
0D	to provide additional signature space.
8B	Enter the telephone number including area code.
8C	Enter the signature of the contact producer.
8D	Enter date contact producer signed CCC-605.
9A-12A	Each individual producer (other than the contact producer) who signed the loan
Devit D	note and security agreement enters their signature and date of signature.
Part D	
12-15	Agents must endorse Items 12 through 15 if they transfer their authority to a
Dort F	subsequent agent.
Part E	A producer's egent enters their signature if such egent is returning CCC (05 to
16	A producer's agent enters their signature if such agent is returning CCC-605 to
	LSA Office to exchange the loan commodity for a commodity certificate at LSA
	Office. If the agent is using CCR for a certificate exchange, this item may be left blank.
Part F	For LSA use.
raftr	101 LSA USC.

27 Completing Designation of Agent Forms (Continued)

A Instructions for Completion and Example of CCC-605 (Continued)

The following is an example of CCC-605.

*_	
----	--

(05-23-13)			NT OF AGRICULTURE		
			- Production - Dr Productional		
AUT	HORIZATION OF	ELECTRONIC AGEN	T AND DESIGNATIO	ON OF AGENT - COT	TON
nstructions for completing dentified in Part B, Item 4 i	CCC-605: Producer rea must sign Part C. Agen	ads Parts A and B. All Prod ts complete Part D to transf	ucers who signed the not er designation to a subse	e and security agreement (C quent agent.	CCC Cotton A) for the loan
		OR CCC TO USE ELECT	-		
Part B of this author Electronic Warehou may have changed b b. The term "Designate authorized, through for the loan(s) identi 2. The undersigned Produ this authorization, fron Provider for such loan information supplied in 3. The undersigned Produ the applicable loan nu at a County Office unt designation occurs wh authorization does not PART B - DESIGNATIC THE UNDERSIGNED PR by endorsement on Page 2	means the individual o izzation in a central filin see Receipts, Inc., Intelli y the time this docume ed Agent" means the int a grant by the Producer fifed in Part B, Item 4 o cer(s) hereby requests a n the individual or entit collateral. Producer age a that regard by the Pro cer(s) may request can mber. Producer agrees s il the producer agrees s il the producer cancels t en the electronic record constitute cancellation DN OF AGENT FOR LODUCER(S) ("PROD	dividual or entity identified or or by succession to a grant of this authorization. and authorizes CCC to acce y identified as the Designat grees further that the Produce ducer through the electronic cellation of this authorization that CCC will not permit th this authorization. Produce I is affected and not at the ti of any agency designation (LOAN REDEMPTION UCER") hereby authorizes cution of a Form CCC-605-	er 1, 2006, the CCC-appr , and Plains Cotton Coop by the Provider on the el by the Producer, to rede pt repayment of all bales ed Agent on the electron ere will hold CCC harmle c warehouse receipt or of on by submitting a signed e loan collateral identifier r acknowledges that cano me of the producer reque provided in Part B. the agent identified in Ite 2, to redeem all or a port	oved Providers were: EWR perative Assoc. The list of I lectronic warehouse receipt em all or a portion of the co- of the loan or loans, as ide ic warehouse receipt bale d ess for any errors that may r therwise. I and dated request of such ed in Part B, Item 4 to be re- cellation of this electronic a set, and that cancellation of em 6 or, if applicable, the st tion of the cotton pledged a	c, Inc., FAMBRO Providers can change and t bale data file as being otton pledged as collateral ntified in Part B, Item 4 o lata file maintained by the result from reliance on the cancellation that identifies deemed by the Producer uthorization and agent 'the electronic
605 has been or will be ex Item 4 B, mark "ALL" in 1 attached Form CCC-605-1 signed by the producer. At Title to the cotton shall, w value which the cotton ma at such time, in such maru of sale. CCC does not gua the producer has exceeded	ecuted with respect to s tem 5. If this designatic , or other list" and enter tach CCC-605-1 or oth ithout a sale thereof, im y have in excess of the ter, and upon such term rantee that the cotton st statutory Adjusted Grc	such cotton. If this form cov on of agent is for only some r the bale receipt number(s)	ers all the warehouse receip of the warehouse receip in numerical order on For any sell, transfer and deli ay determine, without de l be permitted to be redect ition, CCC does not guar	eipts pledged as security for ts pledged as security for th orm CCC-605-1 or other lis CCC shall have no obligation ver the cotton or documents mand, advertisement, or no emed at a level lower than t mantee that the cotton subject	or the loan as described in he loan, mark "see st properly dated and n to pay for any market s evidencing title thereto tice of the time and place the original loan level if t to this agreement will
605 has been or will be ex ltem 4 B, mark "ALL" in 1 attached Form CCC-605-1 signed by the producer. At Title to the cotton shall, w value which the cotton ma at such time, in such man of sale. CCC does not gua the producer has exceeded not be redeemed by anyon the designated agent.	ecuted with respect to s tern 5. If this designatic, or other list" and ente tach CCC-605-1 or oth ithout a sale thereof, im y have in excess of the ter, and upon such term rantee that the cotton su statutory Adjusted Gre e other than the designa	such cotton. If this form cov on of agent is for only some it he bale receipt number(s) er list to this form. unrediately vest in CCC upc amount of the loan. CCC n is and conditions as CCC m ubject to this agreement will oss Income amounts. In add ated agent or that the wareh	ers all the warehouse re- c of the warehouse receip in numerical order on Fo- n maturity of the loan. C hay sell, transfer and deli ay determine, without de be permitted to be redee ition, CCC does not guar ouse receipts representin	ceipts pledged as security for ts pledged as security for th orm CCC-605-1 or other lis CCC shall have no obligation ver the cotton or document emand, advertisement, or nor emed at a level lower than t nantee that the cotton subjec g the cotton will not be rele	or the loan as described in he loan, mark "see st properly dated and n to pay for any market s evidencing title thereto otice of the time and place the original loan level if et to this agreement will eased to anyone other than
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27 Completing Designation of Agent Forms (Continued)

A Instructions for Completion and Example of CCC-605 (Continued)

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BY EN	IDORSEMENT:			
10	(Name of agent) does hereby transfer the functions specified in Part B:	11,		(Name of agent) does hereby transfer the functions specified in Part B:
то			то	(Name of subsequent agent)
	(Name of subsequent agent)			(Name of subsequent agent)
BY	(Signature of agent)	_	BY	(Signature of agent)
12	(Name of agent)	13.		(Name of agent)
	does hereby transfer the functions specified in Part B:			does hereby transfer the functions specified in Part B:
ro	(Name of subsequent agent)	-	то	(Name of subsequent agent)
BY	(Signature of agent)	_	BY	(Signature of agent)
	E - FOR COMMODITY CREDIT CORPORATION'S USE te Received (MM-DD-YYYY)	ONLY		
A Instructions for Completion and Example of CCC-605 (Continued)

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The undersigned producer(s) hereby:	T CORPORATION'S U				
 Understands that the producer may gra Part B, Item 6 of this form. The produ authorizing any agent to redeem from 	icer is not obligated by Co	CC to grant authorization t	o transfer loan cotton as		
 Authorizes the agent identified in Part execution of a form CCC-605-2, to tra warehouse that has entered into a cotto designated subsequent agent, requests may result from the transfer or intende transportation, and restocking or load- 	nsfer all or a portion of the on storage agreement with such a transfer, the agent ed transfer of cotton include	e cotton pledged as collate CCC, on the condition the will be responsible for any ling but not limited to, tho	eral for the loan identified at if the agent named in H / loss of quantity, quality	d in Item 41 Part G, Item , or value,	3 of this form to another 21, or a properly or for any charges that
 Requests and authorizes CCC to settle original loan terms and credits and cha loan, or any portion of such loan, upor at the receiving warehouse. 	arges applicable at the ship	oping warehouse; and, req	uests and authorizes CCC	C to settle th	ne obligation of such
4. Agrees that CCC shall not be held resp	ponsible for any charges,	ees, costs, or expenses inc	dent to the transfer of c	otton loan o	ollateral.
 Understands that (i) CCC does not ass responsible for losses or charges inclu- transfer may occur without notice to th 	ding those that, despite P	art G, Item 2, of this agree	ment, are not paid by any		
Understands that the cotton may not b excessive storage credits that may hav	e eligible for storage cred	its for the entire term of th		nd upon de	mand by CCC all
 Understands that CCC shall consider t notification to CCC that the designatic authorized to repay the producer's loar 	on of agent is cancelled. A	producer may not author			
15. Crop Year	16. Loan Numb		18. Loan Quantity App	licable to th	is Agent Authorization
7A. Maturity Date	17B. File Sequ	ence Number	IIA 🗌		See attached list
19B. Holder ID Number:		OAN NOTE AND SEC		το αυτή	ORIZE TRANSFER
98. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL	CER(S) WHO SIGNED		NATION / AUTHORIZ		ORIZE TRANSFER
19B. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Produ	CER(S) WHO SIGNED	O THIS AGENT DESIG	NATION / AUTHORIZ	ATION	
 19B. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Production (Including Zip Code) 	CER(S) WHO SIGNED	208. Telephone Number 208. Selephone Number 200. Signature of Conta	NATION / AUTHORIZ	ATION	20D. Date <i>(MM-DD-YYYY)</i>
20A. Name and Address of Contact Produ	CER(S) WHO SIGNED ATERAL SUBJECT TO	D THIS AGENT DESIG 20B. Telephone Number	NATION / AUTHORIZ, · (include Area Code) ct Producer		ORIZE TRANSFER 20D. Date (MM-DD-YYYY) 21C. Date (MM-DD-YYYY)
198. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Produ (Including Zip Code) 21A. 21A. Other Producer Signature 246). The information will be used b Ioan. The following statement is made in a form is 7 CFR Part 1427, the Comm 246). The information collected on th have been authorized access to the USDA/FSA-14, Applicant/Borrower. of ineligibility for the cotton producer This information collection is exempt Pub. L. 110-246, Title I, Subtile F - J	CER(S) WHO SIGNED ATERAL SUBJECT TO UCCOR Title/Relationsh Title/Relationsh Interpretation Char Interpretation Char Information by statute or regu Providing the requested inform Providing the requested information provided the prov	THIS AGENT DESIG 20B. Telephone Number 20C. Signature of Conta 21B. ip of the Individual Signing ct of 1974 (5 USC 552a - as an er Act (15 U.S.C. 714 et seq.), nate and authorize an agent to ther Federal, State, Local gow authorize as described in a mation is voluntary. However, agent to redeem all or a porticition Act, as it is required for a contact of the sequence o	NATION / AUTHORIZ/ (Include Area Code) ct Producer in the Representative Ca in the Representative Ca nended). The authority for re and the Food, Conservation, redeem all or a portion of th primer agencies, Tribel agent failure to furnish the request on of the cotton pledged as c inministration of the Food, Con	ATION	20D. Date (MM-DD-YYYY) 21C. Date (MM-DD-YYYY) information identified on this Act of 2008 (Pub. L. 110- ged as collateral for a cotton ngovernmental entities that stem of Records Notice for n will result in a determination cotton loan. ad Energy Act of 2008 (see
198. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Produ (Including Zip Code) 21A. 21A. 21A. Other Producer Signature 246). The information will be used b Ioan. The following statement is made in a form is 7 CFR Part 1427, the Comm 246). The information ville cused b Ioan. The information collected on th have been authorized access to the USDA/FSA-14, Applicant/Borrower. of ineligibility for the cotton producer This information collection is exemptive	CER(S) WHO SIGNED ATERAL SUBJECT TO UCCOMMENT AND A SUBJECT AND A UCCOMMENT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A S	D THIS AGENT DESIG 20B. Telephone Number 20C. Signature of Conta 21B. p of the Individual Signing to of 1974 (5 USC 552a - as an er Act (15 U.S.C. 714 et seq.), nate and autorize an agent to ther Federal, State. Local gow three Federal, State. Local gow three rederem all or a potic tion Act, as it is required for ac- cother statutes may be applicat pipoyee, and applicants for emplox to paper and or part to paper and or paper and or part to paper and or paper and or part to paper and or part to paper and or paper and or part to paper and or paper and or part to paper and or paper and or paper and or part to paper and or paper and or paper and or part to paper and or part to paper and or paper and	NATION / AUTHORIZ/ (Include Area Code) (Include Area Code) ct Producer in the Representative Ca mended). The authority for re and the Food, Conservation redeem all or a portion of th primment agencies, Tribal age plicable Routine Uses identifiatiure to furnish the requests on of the cotton pledged as c Immistration of the Food, Col whe to the information provide ment on the bases of race cobr, of an indowards income is derive bide bases will apply to all progra	ATION	20D. Date (MM-DD-YYYY) 21C. Date (MM-DD-YYYY) information identified on this Act of 2008 (Pub. L. 110- ged as collestral for a cotton ngovernmental entities that sem of Records Notice for nwill result in a determination cotton loan. and Energy Act of 2008 (see THIS COMPLETED FORM age, disability, sax, onder identiti (essentance program, or homman activities). Parsons with Control parsons and homman activities).

A Instructions for Completion and Example of CCC-605 (Continued)

*--

LOAN(S) IDENTIFIED IN PART 9A.	9B.	9C.
Other Producers Signature	Title/Relationship of the Individual Signing in the Representative Capacity	Date (MM-DD-YY
21A.) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT FOR LOAN bued from Page 3) 21B.	21C.
I - SIGNATURE OF PRODUCER(S THIS AUTHORIZATION (Contin 21A. Other Producer Signature) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT FOR LOAN used from Page 3) 21B. Title/Relationship of the Individual Signing in the Representative Capacity	21C. Date (MM-DD-YY
21A.	218.	21C.

--B Instructions for Completion and Example of CCC-605-1--

If the producer or, if applicable, the agent or subsequent agent designates less quantity than the loan quantity or designated quantity, a properly completed CCC-605-1 must be attached to CCC-605 or CCC-605-2 before being accepted.

Note: A list other than CCC-605-1 may be attached if the same information that is on CCC-605-1 is provided and the list is signed and dated by the producer or, if applicable, the agent.

Item	Instructions
1	Name and address of producer or, if applicable, the name and address of
	transferring agent must be entered.
2	Name and address of agent or, if applicable, the name and address of
	subsequent agent must be entered.
3	Name of LSA holding warehouse receipts must be entered.
4	Maturity date of applicable loan must be entered.
5	Applicable loan number must be entered.
6	Applicable crop year must be entered.
Warehouse	List of applicable warehouse receipt numbers in numerical order must be
Receipt	entered.
Number	
Signature	Producer's signature and date or, if applicable, transferring agent's
and Date	signature and date must be entered.
	Note: If CCC-605-2 is prepared according to paragraph 206, signature is
	not required.

--B Instructions for Completion and Example of CCC-605-1 (Continued)--

The following is an example of CCC-605-1. *--

This form is available electronical CCC-605-1 (05-23-13)		U.S. DEPARTMENT C Commodity Cred				
			AGENT - COTTO ET TO FORM CCO			
Commodity Credit Corporation Cha designate and authorize an agent to government agencies, Tribal agenc identified in the System of Records determination of ineligibility for the	arter Act (15 U.S.C. 71 to redeem all or a porti cles, and nongovernme s Notice for USDA/FSA cotton producer to des	14 et seg.), and the Food, Conservab tion of the cotton pledged as collaters rental entities that have been authoriz A-14, Applicant/Borrower. Providing i ssignate and authorize an agent to rec	is amended). The authority for reques tion, and Energy Act of 2008 (Pub. L. al for a colton Ican. The information by zead access to the information by statu the requested information is voluntary deem all or a portion of the colton pile or administration of the Food, Conserv	110-246). The infi collected on this fo ute or regulation ar y. However, failun dged as collateral	formation will be used in rm may be disclosed to nd/or as described in a re to furnish the reques for a cotton foan.	by the cotton producer to to other Federal, State, Local applicable Routine Uses ted information will result in a
The provisions of appropriate crimi OFFICE.	inal and civil fraud, priv	vacy, and other statutes may be app	licable to the information provided.	ETURN THIS CO	MPLETED FORM TO	YOUR COUNTY FSA
1. PRODUCER'S NAME AND ADD (Including Zip Code)	RESS	2. AGENT'S NAME AND (Including Zip Code)	ADDRESS	3. COUNTY RECEIP		DING WAREHOUSE
4. MATURITY DATE (MM-DD-YYYY))	5. LOAN NUMBER		6. CROP Y	EAR	
7. List warehouse receipt numbers i						
WHSE. RECEIPT NO. 1.	21.	ISE. RECEIPT NO.	WHSE. RECEIPT 41.	NO.	61. WHSE.	RECEIPT NO.
2.	22.		42.		62.	
3.	23.		43.		63.	
4.	24.		44.		64.	
5.	25.		45.		65.	
6.	26.		46.		66.	
7.	27.		47.		67.	
8.	28.		48.		68.	
9.	29.		49.		69.	
10.	30.		50.		70.	
11.	31.		51.		71.	
12.	32.		52.		72.	
13.	33.		53.		73.	
14.	34.		54.		74	
15.	35.		55.		75.	
16.	36.		56.		76.	
17.	37.		57.		77.	
18.	38.		58.		78.	
19.	39.				79.	
20.	40.		60.		80.	
8A. SIGNATURE OF PRODUCER ((BY)		I TIONSHIP OF THE INDIVID TATIVE CAPACITY	UAL SIGNING	3 IN THE	8C. DATE (MM-DD-YYYY)
The U.S. Department of Apriculture (USDA) pro- religion, reprised, and where applicable, political protected genetic information in employment or disabilities, who wish to file a program complain USDA's TARGET Center at (202) 722-2800 (vo through the Federal Relay Service at (800) 877	I beliefs, marital status, r in any program or act nt, write to the address pice and TDD). Individ 7-8339 or (800) 845-61:	s, familial or parental status, sexual o twity conducted or funded by the Dej s below or if you require alternative in duals who are deaf, hard of hearing, o 136 (in Spanish).	orientation, or all or part of an individue partment. (Not all prohibited bases w means of communication for program or have speech disabilities and wish t	al's income is deri nill apply to all prog information (e.g., £ to file either an EE	ived from any public as grams and/or employm Braille, large print, aud O or program complai	ssistance program, or lent activities.) Persons with lotape, etc.) please contact int, please contact USDA
If you wish to file a Civil Rights program compla USDA office, or call (866) 632-9992 to request to of Agriculture, Director, Office of Adjudication, 1 provider and employer.	the form. You may als	lso write a letter containing all of the i	information requested in the form. Sei	nd your completed	complaint form or lett	ter by mail to U.S. Department

--*

--C Instructions for Completion and Example of CCC-605-2--

CCC-605-2's, including supporting CCC-605-2's, must be completed according to this table before being accepted.

Item	Instructions
1	Agent's name and address must be entered.
2	Subsequent agent's name and address must be entered.
3	LSA name and address where loan documents are held must be entered.
4	Maturity date for the loan under which the cotton is currently pledged must be entered.
5	Applicable loan number must be entered.
	Note: Separate CCC-605-2's are required for each loan.
6	Enter number of bales listed on attached CCC-605-1 or other acceptable bale list.
7	Crop year of the cotton must be entered.
8	The transferring agent must sign.
9	If the entire loan quantity indicated on the front of CCC-605-2 is being transferred, the transferrer shall:
	 enter the transferrer's name enter the transferee's name
	 endorse by signing.
	Note: If the entire quantity covered by the front of CCC-605 is not being transferred, a new CCC-605-2 must be prepared and completed.

--C Instructions for Completion and Example of CCC-605-2 (Continued)--

The following is an example of CCC-605-2.

~~~ ~	m is available electronically.					
(05-23-1			DEPARTMENT Commodity Credit	OF AGRICULTURE t Corporation		
				QUENT AGENT - CO	TTON	
NOTE	The following statement is made i					nation identified on this
NOTE:	form is 7 CFR Part 1427, the Com form is 7 CFR Part 1427, the Com The information will be used by th collateral for a cotton loan. The in nongovernmental entities that hav System of Records Notice for USI will result in a determination of ine pledged as collateral for a cotton 1	nmodity Credit Corporation ( e subsequent agent to act o formation collected on this t re been authorized access to DA/FSA-14, Applicant/Borro Nigibility for the subsequent	Charter Act (15 U.S on behalf of the cott form may be disclo o the information bj wer. Providing the	c.C. 714 et seq.), and the Food, Co ton producer or another subseque used to other Federal, State, Local y statute or regulation and/or as d requested information is voluntar	onservation, and Energy Act of int agent to redeem a portion o government agencies, Tribal a escribed in applicable Routine y. However, failure to furnish t	f 2008 (Pub. L. 110-246). If the cotton pledged as agencies, and Uses identified in the the requested information
	This information collection is exen Pub. L. 110-246, Title I, Subtitle F		eduction Act, as it	is required for administration of th	e Food, Conservation, and En	ergy Act of 2008 (see
	The provisions of appropriate crim YOUR COUNTY FSA OFFICE.	inal and civil fraud, privacy,	and other statutes	may be applicable to the informa	tion provided. RETURN THIS	COMPLETED FORM TO
NSTRU	CTIONS: Items 1 - 8 must be o	ompleted by Agent.				
PART A	A – LOAN AND AGENT DA	ГА				
1. AGEI	NT'S NAME AND ADDRESS	2. SUBSE	QUENT AGEN	T'S NAME AND ADDRESS	3. OFFICE HOLDING W RECEIPTS	VAREHOUSE
4. MATU	URITY DATE (MM-DD-YYYY)	5. LOAN	NUMBER	6. NUMBER OF BALES	7. CROP YEAR	
THE UN	3 - DESIGNATION OF SUB NDERSIGNED AGENT ("AC subsecuent agent as evidenced	GENT") hereby authori	zes the subseque	ent agent identified Item 2 as		
THE UN another s pledged i The Age 605-2 that Title to the value whis such time sale. CC producer redeement agent.		SENT") hereby authori by endorsement on Page fied in Part A which is li CC-605-2 has been or w authority to designate a hereof, immediately ves- ess of the amount of the ch terms and conditions cotton subject to this agr ed Gross Income amoun	zes the subseque e 2 of this form of isted on the attack vill be executed a subsequent ager st in CCC upon n e loan. CCC may a sa CCC may de reement will be p ints. In addition, ehouse receipts 8B. Title/Rela	ent agent identified Item 2 as or the execution of a subsequ shed Form CCC-605-1 or oth with respect to such cotton in shall be attached. maturity of the loan. CCC sh y sell, transfer and deliver the termine, without demand, ad permitted to be redeemed at a CCC does not guarantee that	ent Form CCC-605-2, to r ter list properly dated and i A copy of the CCC-605 an all have no obligation to p e cotton or documents evic lvertisement, or notice of the i level lower than the origing the cotton subject to this a ot released to anyone other	edeem the cotton signed by the Agency id any other CCC- bay for any market lencing title thereto at he time and place of nal loan level if the greement will not be than the designated 8C. DATE
THE UN another s pledged i The Age 605-2 that Title to the value whis such time sale. CC producer redeement agent.	NDERSIGNED AGENT ("AC subsequent agent as evidenced as collateral for the loan identii att agrees that no other Form C at provide proof of the Agent's the cotton shall, without a sale t hich the cotton may have in exc te, in such manner, and upon su CC does not guarantee that the c t has exceeded statutory Adjust d by anyone other than the desi NATURE OF AGENT	SENT") hereby authori by endorsement on Page fied in Part A which is li CC-605-2 has been or w authority to designate a hereof, immediately ves- ess of the amount of the ch terms and conditions cotton subject to this agr ed Gross Income amoun	zes the subseque e 2 of this form of isted on the attack vill be executed a subsequent ager st in CCC upon n e loan. CCC may a sa CCC may de reement will be p ints. In addition, ehouse receipts 8B. Title/Rela	ent agent identified Item 2 as or the execution of a subsequ sched Form CCC-605-1 or oft with respect to such cotton nt shall be attached. maturity of the loan. CCC sh y sell, transfer and deliver th etermine, without demand, ad permitted to be redeemed at a CCC does not guarantee that representing the cotton are n ationship of the Individual Sign	ent Form CCC-605-2, to r ter list properly dated and i A copy of the CCC-605 an all have no obligation to p e cotton or documents evic lvertisement, or notice of the i level lower than the origing the cotton subject to this a ot released to anyone other	edeem the cotton signed by the Agency, id any other CCC- asy for any market lencing title thereto at he time and place of nal loan level if the greement will not be t than the designated
THE UN another s pledged i The Age 605-2 that Title to the value while such time sale. CCC producer redeemed agent. 8A. SIGI 9. REMA	NDERSIGNED AGENT ("AC subsequent agent as evidenced as collateral for the loan identii att agrees that no other Form C at provide proof of the Agent's the cotton shall, without a sale t hich the cotton may have in exc te, in such manner, and upon su CC does not guarantee that the c t has exceeded statutory Adjust d by anyone other than the desi NATURE OF AGENT	SENT") hereby authori by endorsement on Page fied in Part A which is li CC-605-2 has been or w authority to designate a hereof, immediately ves- tess of the amount of the ch terms and conditions cotton subject to this agr ed Gross Income amoun ignated agent or the war of the second second second second page of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	zes the subseque e 2 of this form of isted on the attac vill be executed is subsequent ager st in CCC upon is eloan. CCC may de recement will be p ints. In addition, ehouse receipts 8B. Title/Rela Represen 8B. Title/Rela Represen it is customers, en titics beliefs, mantu	ent agent identified Item 2 as or the execution of a subsequ shed Form CCC-605-1 or oth with respect to such cotton In thall be attached. maturity of the loan. CCC sh y sell, transfer and deliver th etermine, without demand, ad permitted to be redeemed at a CCC does not guarantee that representing the cotton are no attionship of the Individual Sign ntative Capacity	ent Form CCC-605-2, to r ter list properly dated and i A copy of the CCC-605 an hall have no obligation to p e cotton or documents evic livertisement, or notice of ti level lower than the origi the cotton subject to this a ot released to anyone other ning in the	edeem the cotton signed by the Agency id any other CCC- bay for any market lencing title thereto at he time and place of nal loan level if the greement will not be than the designated 8C. DATE (MM-DD-YYYY) 8C. DATE (MM-DD-YYY) 8C. DATE (MM-DD-YYY) 8C. DATE (MM-DD-YY) 8C. DATE (MM

# *--C Instructions for Completion and Example of CCC-605-2 (Continued)

			DORSEM		
		ANSFEROR OR ENDORSER MUST COMPLETE THE F E TO COMPLETE THE INFORMATION RENDERS THIS			
nd	orsem	ent transfers both functions specified in Part B, and the transfer	ror agent's a	authori	y is extinguished.
0.	BY E	NDORSEMENT:			
L.		(Name of agent)	D.		(Name of agent)
		does hereby transfer the functions specified in Part B:			does hereby transfer the functions specified in Part B:
	то	(blance of subsequent exect)		то	
		(Name of subsequent agent)	_		(Name of subsequent agent)
	BY	(Signature of agent)		BY	(Signature of agent)
		(Orginature of agent)			(orginatore or agent)
3.		(Name of agent)	E.	-	(Name of agent)
					(name of agent)
		does hereby transfer the functions specified in Part B:			does hereby transfer the functions specified in Part B:
	то			то	
	то	(Name of subsequent agent)	-	10	(Name of subsequent agent)
	BY	(Signature of agent)	_	BY	(Signature of agent)
		(Signature of agent)			(Signature of agent)
2.		(Name of agent)	E.		(Name of agent)
		(Name of agent)			(Name of agent)
		does hereby transfer the functions specified in Part B:			does hereby transfer the functions specified in Part B:
	то	(Name of subsequent agent)	-	то	(Name of subsequent agent)
	BY			BY	
		(Signature of agent)			(Signature of agent)

## 28 Beneficial Interest Requirements

## **A** Background

When requested by LSA, producers are required to provide either of the following, as applicable, before a loan or LDP is approved:

- a copy of all written options to purchase or sales contracts
- certification, according to Exhibit 10, that no written option to purchase or sales contract has been initiated.

This paragraph provides LSA's the procedures to follow in determining whether, because of beneficial interest concerns, a producer is eligible for either a loan or LDP.

*--Note: 7-CN, paragraph 100 contains additional BI information.--*

## **B** Procedures

LSA's shall follow the procedures in this table to determine whether a producer is eligible, based on beneficial interest status, for either a loan or LDP.

Step	Action
1	Only when there is reason to believe the producer may have lost beneficial interest in a commodity, ask the producer for:
	<ul> <li>a copy of all written options to purchase or sales contracts</li> <li>certification, according to Exhibit 10:</li> </ul>
	<ul> <li>that no written option to purchase or sales contract has been initiated</li> <li>the terms and conditions of verbal options to purchase or sales contracts.</li> </ul>

**Note:** The producer must provide the terms and conditions of verbal options to purchase or sales contracts on the certification according to Exhibit 10.

# 28 Beneficial Interest Requirements (Continued)

# **B** Procedures (Continued)

Step			Action	
2	IF producer provides LSA	AND the sa or sales opt	me contract ion has	THEN LSA shall
			omitted by any fore for this beneficial lestioned	<ul> <li>submit copy to County Office where LSA is located</li> <li>request County Office to determine when beneficial interest passes according to 7-CN, paragraph 103</li> <li>Note: County Offices shall respond to LSA's within 10 workdays unless contract is referred to the State Office.</li> <li>go to step 3.</li> </ul>
		been submit this crop yea beneficial in questioned		go to step 3.
	certification that no written option to purchase or sales contract exists			go to step 5.
3		beneficial int		f necessary, by contacting producer, dy passed or will pass before loan or
4	IF beneficial inter	est has	THEN	
	not passed		Office to c	memorandum from the County documents referencing when interest passes 5.
	passed or will pass before loan or LDP documents can be		• <b>stop</b> the p	rocess
	processed		informing	uments to producer with attachment producer of denial, reason, and that cer may appeal the denial to the ffice.
5	Continue the loan of	or LDP proce		

## 29 Lobbying Disclosure Requirements, Compliance, and Reporting

## **A** Applicability

The disclosure requirement applies to:

- •*--cotton loans with a principal value exceeding \$150,000 whether the loan collateral is redeemed with cash for a commodity certificate--*
- LDP applications exceeding \$100,000.

## **B** To Comply With Disclosure Requirements

To comply with lobbying disclosure requirements, applicants for and recipients of a loan disbursement exceeding \$150,000 or LDP exceeding \$100,000 must file, with LSA Office, either of the following forms for **each** loan or payment that exceeds \$150,000 or \$100,000, respectively:

- CCC-674, if they have **not** or will **not** use monies received to lobby or otherwise influence the actions of a Federal official about a particular loan or payment
- SF-LLL, if they have or will use monies received to lobby or otherwise influence the actions of a Federal official about a particular loan or payment.

## **C Providing Forms**

Each time a loan exceeding \$150,000 or LDP exceeding \$100,000 is requested, LSA Offices shall give the applicant a copy of either of the following:

- CCC-674
- SF-LLL.

**LSA Offices shall** inform the applicant that the applicable form must be returned to LSA Office before the loan or payment will be disbursed.

## **D** Disbursing the Loan or Payment

LSA Offices shall not disburse a loan exceeding \$150,000 or LDP exceeding \$100,000 until the applicant has returned the completed CCC-674 or SF-LLL.

# 29 Lobbying Disclosure Requirements, Compliance, and Reporting (Continued)

# E Example of CCC-674

This is an example of CCC-674.

#### *--

<b>CC-674</b> 11-15-16)	U.S. DEPARTMENT OF AGRICUL Commodity Credit Corporatio	
CERTI	FICATION FOR CONTRACTS, AND COOPERATIVE AGREE	
NAME AND ADDRESS OF RECIPIE	NT	
John A. Largefarm 1000 Largefarm Road Vienna, GA 31092		TRANSACTION DOCUMENT (Loan No., Contract No., CCC-6 No(s)., Check No., etc.) D0008417
		PROGRAM YEAR 20XX
		ants for and recipients of: 1) A Federal loan ment payment exceeding $\$100,000$ must file, with
	<u>e monies received</u> for lobbying purposes, C <u>s received for lobbying purposes</u> , SF-LLL.	CCC-674.
	CERTIFICATION	
The undersigned certifies, to the	best of his or her knowledge and belief, the	at:
employee of Congress, contract, the making of	or an employee of a Member of Congress f any Federal grant, the making of any Fede ension, continuation, renewal, amendment,	any agency, a Member of Congress, an officer or in connection with the awarding of any Federal eral loan, the entering into of any cooperative , or modification of any Federal contract, grant,
attempting to influence Congress, or an employ cooperative agreement	e an officer or employee of any agency, a N yee of a Member of Congress in connection	d or will be paid to any person for influencing or Member of Congress, an officer or employee of n with this Federal contract, grant, loan, or it Standard Form-LLL, "Disclosure Form to Report
subawards at all tiers (i	require that the language of this certification including subcontracts, subgrants, and cont Il subrecipients shall certify and disclose and	
entered into. Submission of this	certification is a prerequisite for making or erson who fails to file the required certific	as placed when this transaction was made or entering into this transaction imposed by section ation shall be subject to a civil penalty of not less
RECIPIENT SIGNATUR	E	DATE
alid OMB control number. The valid OMB control nu verage 30 minutes per response, including the time eviewing the collection of information. <b>RETURN THI</b>	mber for this information collection is 0348-0046. The ti for reviewing instructions, searching existing data sour S COMPLETED FORM TO YOUR COUNTY FSA OFF	
ccordance with Federal civil rights law and U.S. Department inistering USDA programs are prohibited from discriminating ily/parental status, income derived from a public assistance i ly to all programs). Remedies and complaint filing deadlines	g based on race, color, national origin, religion, sex, gender iden program, political beliefs, or reprisal or retaliation for prior civil rig	SDA, its Agencies, offices, and employees, and institutions participating in or tity (including gender expression), sexual orientation, disability, age, marital status, hts activity, in any program or activity conducted or funded by USDA (not all bases).
DA's TARGET Center at (202) 720-2600 (voice and TTY) or	unication for program information (e.g., Draille, large print, audic contact USDA through the Federal Relay Service at (800) 877-8	stape, American Sign Language, etc.) should contact the responsible Agency or 1339. Additionally, program information may be made available in languages other
n English. file a program discrimination complaint, complete the USDA e a letter addressed to USDA and provide in the letter all of t	Program Discrimination Complaint Form, AD-3027, found online the information requested in the form. To request a copy of the c	al <u>http://www.ascr.usda.gov/complaint_filing_cust.html</u> and at any USDA office or omplaint form, call (866) 632-9992. Submit your completed form or letter to USDA fashington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email:
(1) mail: U.S. Department of Agriculture Office of the Assista gram.intake@usda.gov. USDA is an equal opportunity provi	nt Secretary for Civil Rights 1400 Independence Avenue, SW W.	/ashinaton. D.C. 20250-9410: (2) fax: (202) 690-7442: or (3) email:

# *--29 Lobbying Disclosure Requirements, Compliance, and Reporting (Continued)

# F Example of SF-LLL

This is an example of SF-LLL.

2.202000	RE OF LOBBYING ACTIV close lobbying activities pursuar		Approved by OMB	
	everse for public burden disclos		0348-0046	
	us of Federal Action:	3. Report Type:		
	B a. bid/offer/application	A a. initial filing		
b. grant	b. initial award	b. material char	nge	
c, cooperative agreement	c. post-award	For Material Chan	ge Only:	
d. Ioan	·	year	_quarter	
e. Ioan guarantee		date of last rep	ort	
f. Ioan insurance				
4. Name and Address of Reporting Entity		intity in No. 4 is a Subaw	ardee, Enter Name	
Prime Subawardee	and Address o	of Prime:		
— Tier, <i>if kno</i>	WTI: NA			
J.A. Moneywell 123 Banker Avenue				
Houston, TX 12345		,	•	
Congressional District, if known:	Congressiona	I District, if known:		
5. Federal Department/Agency:		am Name/Description:		
	-	-		
USDA/FSA	Marketing As	ssistance Loan		
	CFDA Number	CFDA Number, if applicable: <u>10.051</u>		
		·····		
8. Federal Action Number, if known:	9. Award Amour	9. Award Amount, if known:		
, ,	\$ 175,000			
10. a. Name and Address of Lobbying Re	egistrant b. Individuals Pe	erforming Services (inclu	ding address if	
( if individual, last name, first name, N	· · ·	different from No. 10a)		
Able and Unable Attorney at Law	(last name, fir			
1001 Harmony Street	Unable, Jac)	Unable, Jack May B.		
Washington, DC 20018				
			,	
a . Information requested through this form is sufficient by title 1	I U.S.C. section			
11. Information requested through this form is authorized by tills 3 1362. This disclosure of lobbying activities is a material repre- upon which reliance was placed by the tier above when this trans-		() <u></u>		
or entered into. This disclosure is required pursuant to 31 U.	S.C. 1352, This Print Name:	Print Name:		
Intermetion will be reported to the Congress semi-annually and will public inspection. Any person who fails to file the required dis	closure shall be   IILE:	·····		
subject to a civil penalty of not less that \$10,000 and not more the each such failure.	then \$100,000 for Telephone No.:		Date:	
		A GATHER DESIGN OF THE STATE OF	orized for Local Reproduction	
			dard Form LLL (Rev. 7-97)	
a see a littlificienti, e se es a la inspiração dana mais e a particular	e to an			
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# 29 Lobbying Disclosure Requirements, Compliance, and Reporting (Continued)

# **F** Example of SF-LLL (Continued)

	INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES
ction, o aymer ongre	closure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federa r a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to mak tto any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee ss, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and materi- report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.
1	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
2	Identify the status of the covered Federal action.
3	Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Feder action.
4	Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawarde of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5	If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federa recipient. Include Congressional District, if known.
6	Enter the name of the Federal agency making the award or loan commitment, include at least one organizationallevel below agency name, if known. For
	example, Department of Transportation, United States Coast Guard.
7	Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance
	(CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8	Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control numbe assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loar
	commitment for the prime entity identified in item 4 or 5.
10	(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reportin entity identified in Item 4 to influence the covered Federal action.
	(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11	The certifying official shall sign and date the form, print his/her name, title, and telephone number.
lumbei stimati eeded	ng to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Contro . The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is d to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of ion, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, 3.

# 30 (Withdrawn—Amend. 17)

# 31-35 (Reserved)

# Part 3 Preparing and Disbursing Loans

# 36 Loan Disbursement Overview

# A How LSA's Make a Loan Disbursement

LSA's shall follow the procedures in this table to make loan disbursements.

Step		Action						
1	Receive from producers:							
	• CCC-10 according to paragraph 23.5							
	• CCC-674	or SF-LLL according to paragraph 29						
	• warehous	e receipts or EWR numbers and EWR provider's name						
	* * *							
	• beneficial	interest information as provided in paragraph 28						
		ation required for CCC-Cotton A, CCC-Cotton A-1, and Cotton A-5						
	•*evidence	ce of signature authority, if applicable*						
	• a power of	of attorney, if FSA-211 has been completed						
	• lien waivers, if necessary.							
2	Follow proce	dures in paragraph 28 to determine whether beneficial interest is held						
	by the producer at time of loan.							
	IF	THEN						
	held	continue.						
	not held	stop process and return receipts and classification data to producer.						
3		gibility according to 1-CMA.						
	<b>IF</b>	THEN						
	eligible	continue.						
	not eligible	stop process and return receipts and classification data to producer.						

# 36 Loan Disbursement Overview (Continued)

Step	Action				
4	Conduct lien search.				
	IF liens	THEN			
	exist	obtain CCC-679.			
	do not exist	continue.			
5	* * * Notify EWR provider to	amend EWR to show CCC as holder at LSA.			
6	Calculate loan and complete C	CC-Cotton A, CCC-Cotton A-1, and			
	CCC Cotton A-5.				
7	Recheck all loan documents fo	r accuracy.			
8	Obtain signatures on CCC-Cot	ton A from producer or producer's agent on			
	FSA-211, if applicable, and inform signee that he or she has either of the following options:				
	• sign and submit CCC-Cotton A within 15 calendar days by FAX or return mail				
	• cancel the loan.				
	<b>Note:</b> If canceled, the producer may reapply.				
	Submit loan transaction to ACRS, according to 21-CN, receive loan funds from				
	CCC, and issue loan disbursen	nent less net R&P fees and service charges to			
	producer within 3 calendar day	/8.			
10	File and deliver executed loan	documents as instructed in this handbook.			

# A How LSA's Make a Loan Disbursement (Continued)

## **37** Before Processing the Loan

## A Overview

This paragraph establishes criteria required by LSA's before they process and issue a loan disbursement.

## **B** Producer and Farm Eligibility

Determine eligibility according to 1-CMA.

## C Eligible Cotton

Cotton shall be eligible for loan through LSA's when it meets **all** eligibility requirements in 7-CN.

Notes: Cotton may not be repledged as collateral for CCC loan.

7-CN contains information regarding dates loans are available.

LSA's shall call any loan immediately upon discovery that the cotton has become ineligible.

The producer may provide bale detail data by bringing to LSA cotton bale data prepared according to 7-CN.

## **D** Required Documentation

Producers shall provide LSA acceptable:

- warehouse receipts according to 7-CN, or EWR numbers and EWR provider's name
- beneficial interest information as provided in paragraph 28.

* * *

# **37 Before Processing the Loan (Continued)**

# E Completing CCC Cotton A-5

CCC Cotton A-5 shall be completed to serve as a source document for preparing cotton loans.

Complete CCC Cotton A-5 according to this table. File the original copy in the LSA Office and give a copy to the producer.

Item	Instructions
Part A	
*1-6	Enter the information provided by the producer. Complete all items.
7	Enter the later of the following dates:
	• the date of receipt from the producer of any paper documents necessary to complete the loan, such as a lien waiver
	<b>Note:</b> The date by which a lien search is conducted is not applicable to this item.
	• the date CCC was made holder of EWR's
	• if applicable, the date paper warehouse receipts were delivered to LSA.
8	Enter the date signed by the producer or POA in Part B.
9	Leave blank or use for file sequence number of the loan.
Part B	LSA representative and producer or POA shall sign and date.
10-14	Check the appropriate block based on information provided by the producer and
	County Office records. If necessary, contact the producer for up-to-date data.
15-16	CCC representative shall sign, date, approve or disapprove*

# **37 Before Processing the Loan (Continued)**

This form is available electronically. CCC Cotton A-5 U.S. DEPARTMENT		TIIDE				TY OFFICE NAME		B. CROP	(FAP
(09-21-10) Commodity Cre		IURE			Acme I		AND ADDRESS	B. CROP	EAR
STATEMENT OF						bbock Stree ck, TX 1234		20	)6
INFORMATION NOTE: The following statement is made in accorda			1/5/150/	557a _ oc amandi	od) The outhr	wite for remuesting the	information identified on	his form is 7	CER Par
1427, the Commodity Cradit Corporation CI determine eligibility to pedge control sea coll and nongovernmental entities that have be Records Notice for USANFSA-2, Farm Rec requested information will result in a determ This information collection is exempted from	ateral for a loan. The an authorized access cords File (Automates nination of ineligibility n the Paperwork Red	information to the inform d) and USD/ to pledge co uction Act, a	n collecte mation by A/FSA-14 otton as o as it is rec	d on this form ma y statute or regula f, Applicant/Borro collateral for a loa quired for adminis	y be disclosed tion and/or as wer. Providing m. stration of the F	to other Federal, State described in applicable the requested informi Food, Conservation, an	e, Local government ager le Routine Uses identified ation is voluntary. Howev nd Energy Act of 2008 (se	cies, Tribal a in the System er, failure to f e Pub. L. 110	gencies, i of urnish th
<ol> <li>Subtitle F – Administration). The provisio. COMPLETED FORM TO YOUR COUNTY.</li> </ol>	ns of appropriate crir FSA OFFICE.	ninal and ciu	vil fraud, j	privacy, and other	r statutes may	be applicable to the in	formation provided. RET	URN THIS	
PART A – ELIGIBILITY AND RELATE 1A. Contact Producer's Name, Address And Last			Chan Cha		14 E	Number (a) 16/h	e Cotton Was Produc		
Identification Number	t 4 Digits Of	1B. C	Crop Shi	are	4A. Fam 1111	n Number(s) When	e Cotton was Product	a	
James Wise Box 333				100 %		RE Enrolled: (Chec	rk one below;)		
Yuna, AZ 11111				100 %	Ye 5. Gin C				
XXXX					41560				
2A. Other Producer's Name, Address And Last Identification Number	4 Digits Of	2B. C	Crop Sha	are	6. No. o 300	f Warehouse Recei	ipts		
				%					
					7. Date	Last of Required D	ocuments Received (/	IM-DD-YYYY	)
					12-18	-20XX			
3A. Other Producer's Name, Address And Last	4 Digits Of	3B. C	Crop Sha	are		Application Receive	ed (MM-DD-YYYY)		
Identification Number				%	12-18	-20XX			
					9. File N	1 (Frankrig			
					S. File N	ame			
PART B - CERTIFICATION The undersigned producer(s) ("Producer") re- list separately provided. The Producer(s) cert beneficial interest in it until satisfaction of amy option to purchase agreement that requires the (5) has not been convicted of a controlled subs 10A. Contact Producer's Signature (By)	fles regarding th v loan obligation, e Producer to ple stance violation a 10B. T	e cotton to (2) will p dge the co according	to be ple provide otton to to 1-CM onship (	edged as collat CCC warehou CCC as collau M. of the individue	eral for this use receipts j teral for this	loan, that the pro for the cotton loam loan, (4) had risk	ducer: (1) has and v a collateral, (3) shall	vill retain, not enter i the cotton	nto any
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# 38 Using CCC-Cotton A, Cotton Producer's Note and Security Agreement

# A Purpose

CCC-Cotton A is the basic document used by CCC to obtain producer information and legal authority to pledge cotton for loan.

## **B** Policy

All bales pledged on CCC-Cotton A shall be:

- stored in the same warehouse
- ginned at the same gin.

## C Completing CCC-Cotton A

Complete LSA computer-generated CCC-Cotton A according to this table.

Item	Instructions
(1)	ENTER "X" if more space is needed:
	• to enter producer information according to item (9)
	• for producer signatures according to item (12).
(2)	Enter name and address of producer applying for loan benefits.
(3)	Enter warehouse code.
	<b>Note:</b> All bales pledged for 1 loan must have the same warehouse code.
(4)	Enter State and county codes and farm number where produced.
(5 a)	Enter the loan number assigned by LSA.
(5 b)	Enter the applicable crop year.
(5 c)	Enter the commodity code as follows:
	• "UP" for upland cotton
	• "ELS" for ELS cotton.
(5 d)	Enter the gin code number for upland cotton loans. Leave blank for ELS.
	Note: All cotton pledged for 1 loan must be ginned at the same gin.
(5 e)	*Leave blank*

# 38 Using CCC-Cotton A, Cotton Producer's Note and Security Agreement (Continued)

# C Completing CCC-Cotton A (Continued)

Item	Instructions
(5 f)	Enter the number of bales, which is the same as the number of warehouse receipts.
(5 g)	Enter the loan quantity, which is the total net pounds from the warehouse receipts.
(6 a)	Enter the gross loan amount according to paragraph 40.
	<b>Computation:</b> This the cumulative total of all bales' loan rates, adjusted for premiums and discounts, times the net weight.
(6 b)	Enter the gross loan amount used to figure research and promotion fees on upland cotton loans. Leave blank for ELS.
	<b>Note:</b> If charges for providing new bale ties is applicable, see 7-CN, paragraph 174.
(7 a) and (8 a)	<u> </u>
(7 b), (7 c),	Leave blank.
and (8 b)	
(8 c)	Enter the LSA service fee according to paragraph 40.
(8 d)	Enter R&P fee according to paragraph 40. Leave blank for ELS.
(9)	Enter name of each person or firm to receive any of the loans proceeds, including those listed on CCC Cotton A-5.
	<b>Note:</b> When additional space is needed to list payees, ENTER "X" in the continuation code block (Item 1) and prepare CCC-Cotton A Continuation.
(10)	Enter producer ID.
(11)	Enter producer's share of loan.
(12)	*Obtain applicant's DCIA certification*
(13)	Each producer who pledged production for the loan or persons authorized to sign for producers shall sign.
	<b>Important:</b> Give each producer, or authorized agent, a copy of CCC-601 (Exhibit 5) and instruct them to read both CCC-601 and CCC-Cotton A before signing.
	<b>Note:</b> Obtain spouse's signature if required by State law.
(14)	Enter date each producer or authorized agent signed in item (12).
(15)	Enter signature of authorized LSA official and date of signature.
(1-2)	<b>Note:</b> This date must be the same as or before the disbursement date.
(16)	Enter LSA's name, address, and phone number.

# 38 Using CCC-Cotton A, Cotton Producer's Note and Security Agreement (Continued)

# C Completing CCC-Cotton A (Continued)

The following is an example of CCC-Cotton A.

READ THE ENTIRE INSTRUMENT BEFORE SIGNING (See C CCC-Cotton A Continuation (05-22-13) Commodity Credit Corporation		CO. CODE	2. LOAN NO.
	3. CROF	P YEAR	4. COMMODITY
CCC-COTTON A CONTINUATION S	SHEET	20XX	UP
A. PRODUCER	B. ID NUMBE	ER	C. PRODUCER SHARE
Jane Doe	402-66-7		.1333
5. NAMES AND SIGNATURES OF ADDITIONAL PRODUCERS Any signatures below agree to all terms and conditions specific			
_number stated in Section 2 of the CCC-Cotton A Continuation. Signature		Date	
/s/ Jane Doe		11-23-	-20XX
	itical beliefs, marital status, familial or par	ental status, sexua ogram or activity co	on the bases of race, color, national origin, ag I orientation, or all or part of an individual's anducted or fundled by the Department. (Not al int, write to the address below or if you require T Center at (2027) 720-800 (voice and TDD).

#### **Par. 38**

# 38 Using CCC-Cotton A, Cotton Producer's Note and Security Agreement (Continued)

# **D** Distributing CCC-Cotton A

Distribute CCC-Cotton A as follows:

- file original in a locked, fireproof file
- deliver 1 copy to applicable producer.

## **39** Using CCC-Cotton A Continuation

# A Purpose

CCC-Cotton A Continuation is used if on CCC-Cotton A there are more:

- than 3 producer's signatures required
- payees than space provided.

# **B** Completing CCC-Cotton A Continuation

Complete CCC-Cotton A Continuation according to this table.

Item	Instructions				
1	Enter LSA's CCC code number.				
2	Enter loan number assigned by LSA.				
3	Enter applicable crop year.				
4	IF THEN ENTER				
	upland cotton	"UP".			
	ELS cotton	"ELS".			
Α	Enter name of each person or firm to rec	ceive any of the loan proceeds.			
В	Enter producer's ID.				
С	Enter share of the cotton.				
5	Obtain signature of each producer that p	ledged production for the loan or			
	person authorized to sign for the produc	es.			
	Notes: Each signature must be dated.				
	Obtain spouse's signature if required by State law.				
	Give each producer, or authorized agent, a copy of CCC-601, and instruct them to read CCC-601, CCC-Cotton A, and CCC-Cotton A				
	Continuation before signing.				

# **39** Using CCC-Cotton A Continuation (Continued)

# **B** Completing CCC-Cotton A Continuation (Continued)

The following is an example of CCC-Cotton A Continuation.

	TRUMENT BEFORE SIGNING (See CO U.S. DEPARTMENT OF AGRICULTU		1. ST. & CO. CODE	2. LOAN	NO
CCC-Cotton A Continuation (03-30-17)	Commodity Credit Corporation		13-113		
,			3. CROP YEAR	4. COMM	ODITY
0-000	COTTON A CONTINUATION	SHEET	20xx		UP
	A. PRODUCI	ER		PR	B. ODUCER SHARE
Jane Doe					.1333
Any signatures below	ATURES OF ADDITIONAL PRODUCER				uation with the same lo
A. SIGNATURE (BY)	m 2 of the CCC-Cotton A Continuation. B.	. TITLE/RELATIONSHIP REPRESENTATIVE C/	OF THE INDIVIDUAL SIGNI	NG IN A	C. DATE
/s/ Jane Doe					11-23-20XX
					and employees, and

--*

## **39** Using CCC-Cotton A Continuation (Continued)

## C Distributing CCC-Cotton A Continuation

Distribute CCC-Cotton A Continuation as follows:

- file original in a locked, fireproof file
- deliver 1 copy to applicable producer.

## 40 Using CCC-Cotton A-1, Schedule of Pledged Cotton

## A Purpose

CCC-Cotton A-1 accompanies CCC-Cotton A and lists bale data for the cotton pledged as collateral for the loan.

#### **B** Completing CCC-Cotton A-1

Complete CCC-Cotton A-1 according to this table.

Item or						
Column	Instructions					
1	Enter LSA's CCC code number.					
2	Enter applicable crop year and do the following.					
	IF THEN ENTER					
	upland cotton "UP".					
	ELS cotton "ELS".					
3	Enter loan number assigned by LSA.					
4	Enter date checks are issued.					
5	Enter name of contact producer.					
6	Enter warehouse code from the warehouse receipt.					
	<b>Note:</b> Cotton stored at different warehouses must be processed as separate loans.					
7	IF	THEN				
	upland cotton	enter gin code from the warehouse				
		receipt.				
		<b>Note:</b> Cotton ginned at different gins must be processed as separate loans.				
	ELS cotton	leave blank.				

6-6-01

Item or Column	Instructions						
8	Enter the applicable code listed below:						
	<ul> <li>"F" - Flat Uncompressed Bales</li> <li>"GH" - Gin High Density Bales</li> <li>"GS" - Gin Standard Density Bales</li> <li>"GU" - Gin Universal Density Bales</li> <li>"M" - Modified Flat Bales</li> <li>"SD" - Standard Density Bales</li> <li>"SS" - Standard Density Short Bales</li> <li>"SU" - Universal Density Short Bales</li> <li>"WU" - Warehouse Universal Density Bales</li> <li>Note: If compression has been paid, enter an "X" following the applicable compression code.</li> </ul>						
9	Enter the date warehouse receipts are received by LSA.						
10	Enter reconcentration order number provided by KCCO, Bulk Commodities Division, Inventory Management Branch, if applicable.						
11	Enter tare weight from the warehouse receipt.						
12	Enter receiving charges listed on the warehouse receipt, unless receipt is stamped showing charges having been prepaid or waived.						

# **B** Completing CCC-Cotton A-1 (Continued)

Item or						
Column	Instructions					
А	Enter warehouse receipt and gin tag numbers in numerical order.					
В	Enter storage start date from the applicable warehouse receipt.					
С	Enter storage deduction, if applicable, according to 7-CN, paragraph 174					
D	Enter grade, staple, and mike from applicable classing data.					
Е	Enter strength and uniformity from applicable classing data.					
F	Enter leaf and extraneous matter from applicable classing data.					
G	Enter net weight from the applicable warehouse receipt.					
Н	Enter loan rate adjusted for premiums and discounts according to 7-CN, paragraph 172.					
Ι	Enter applicable storage and receiving charges for extended loans, only when extended loans are authorized.					
J	Enter loan amount applicable to each warehouse receipt.					
	<b>Computation:</b> Loan rate (column H) x net wt. (column G) - storage					
	deduction (column C) - receiving charge (item 12).					

# **B** Completing CCC-Cotton A-1 (Continued)

# **B** Completing CCC-Cotton A-1 (Continued)

The following is an example of CCC-Cotton A-1. *--

age of CCC-Cotton A-1 U.S. DEPARTMENT OF AGRICULTURE (03-30-17) Commodity Credit Corporation					ST. & CO. CODE	CROP YEA	R/COMMODITY	
					40-300		9XUP	
sc	HEDULE OF	PLEDGED	LOAN NO.	DISBURSE	MENT DATE			
					90045		0-10-20XX	
NAME OF CONTACT PRODUCER Jim Smith					WAREHOUSE CO	DE GIN CODE		
COMPRESS/PD STATUS DATE DOCS/RECPTS REC.					810533	TARE	12345	
	100		10-09-20XX			5	•	
GU A. B. C.			D. E.		F.		G. H.	
NHSE. RECEIPT NO. (NUMERICAL)	STORAGE START DATE (MM-DD-YYYY)	GRADE. STAPLE, AND MIKE	STRENGTH AND UNIFORMITY	LEAF AND OTHER	NET WEIGHT	LOAN RATE (CENTS)	AMOUNT (DOLLARS)	
344624Q3 W	10-01-20XX	41 37 39	28.5 85	4 12	500	.4645	232.25	
34452404 W	10-01-20XX	31 34 35	29.0 75	3 01	500	.5075	253.75	
34452405 W	10-01-20XX	51 32 30	19.5 65	6021	500	.3200	190.00	
							-	
			то	TAL NET WT.		TOTAL AMOUNT: DA, its Agencies, offices,	646.00	

# C Distributing CCC-Cotton A-1

Distribute CCC-Cotton A-1 as follows:

- file original in a locked, fireproof file
- deliver 1 copy to applicable producer.

## **D** Loan Advance Distribution Calculations

LSA's shall follow procedures in the following table to calculate loan distribution amounts.

Factor	Calculation Instruction	Example
Gross Loan	Follow instructions in 21-CN, Part 4.	
Principal		
R&P Fees	Multiply the loan's:	
	• gross loan principal	\$10,250.00
	• times 0.005.	<u>x .005</u>
		51.25
	Round to 2 decimal places.	51.25
	Add \$1 per bale.	+50.00 (50 x \$1)
		\$101.25
LSA Fee	Multiply the loan's:	
		50
	• number of bales	<u>x \$0.90</u>
	• times \$0.90.	45.00
		<u>7.50</u>
	Add \$7.50 per loan.	*\$52.50*
Amount to Producer	Subtract:	
	• net loan amount	\$10,250.00
	• minus:	
	• the total of R&P fees	-101.25
	<ul> <li>LSA service fees.</li> </ul>	- 52.50
		\$10,096.25

## 41 Seed Cotton Loans

Eligible producers of seed cotton may obtain a recourse seed cotton loan at FSA County Offices, not LSA's.

Recourse cottonseed loans are available from the beginning of harvest through March 31 of the calendar year after the calendar year in which the cotton was planted.

See 7-CN, Part 4 for seed cotton loan provisions.

## *--B Applying Proceeds From LSA Loan or LDP

A producer who obtained a seed cotton loan from a County Office may apply to this loan obligation any proceeds disbursed by LSA from a loan or LDP on the same or other commodity.

Any proceeds obtained from LSA, whether from a loan or LDP, shall be jointly payable to the producer and to CCC if these proceeds are from a loan or LDP for the same cotton that is collateral for the seed cotton loan.--*

## 42-49 (Reserved)

•

## 50 Overview

#### A Purpose

This part provides LSA's instructions for processing the following loan:

- repayments using cash
- •*--repayments using commodity certificates--*
- forfeitures
- reconcentrations.

Notes: See 7-CN for basic program provisions.

See 21-CN for instructions about processing instructions for loan documents submitted through CCB's.

## 51 Loan Repayments Using Cash

#### A Background

Producers, or if applicable, the designated agent on CCC-605, may notify LSA at any time during the loan period that they want to repay the loan.

## **B** LSA Loan Repayment Procedures

LSA's shall follow the steps in this table when a producer or, if applicable, designated agent on CCC-605 chooses to repay a loan.

Step	Action				
1	Receive notification from producer or, if applicable, designated agent on CCC-605				
	of intent to repay the loan.				
2	Compute the repayment amount on a bale-by-bale basis, including any denied				
	benefits applicable to the repayment according to 21-CN.				
3	Prepare:				
	list of bale repayments				
	updated statement of producer's loan balance.				

## Par. 51

## 51 Loan Repayments Using Cash (Continued)

#### Action Step Update records to indicate bales repaid and those remaining under loan. 4 5 Inform producer or, if applicable, designated agent on CCC-605 of amount due CCC. Accept payment from producer or, if applicable, designated agent on CCC-605 6 made payable to LSA. 7 Prepare CCB documents according to 21-CN. 8 Go to CCB, by next business day after the payment delivery to LSA, to: deposit payment in LSA's account deliver loan documents make payment from LSA's account to CCC • identify redeemers. ٠ Release EWR's or return individual card warehouse receipts released by CCB to 9 producer or, if applicable, designated agent on CCC-605.

#### **B** LSA Loan Repayment Procedures (Continued)

#### C Creating and Distributing Repayment Documents

New LSA's shall:

- create a repayment document similar to CCC-500
- submit the document to PSD as part of a test package.

Distribute repayment documents as follows:

- file originals
- deliver 1 copy to applicable producer and, if applicable, designated agent on CCC-605.

## 52 (Withdrawn--Amend. 16)

## 53 Maturity Date Notification Letter and Forfeiture Policy

## A Maturity Date Notification

At least 45 calendar days but not more than 60 calendar days before loan maturity, LSA shall send to each producer of an upland cotton or ELS cotton loan, the letter in subparagraph F.

# **B** Producer Charges

[7 CFR 1427.13(e)(1) (2) and (3)] If upland cotton or ELS cotton loan collateral is forfeited to CCC in satisfaction of the loan, the producer will be billed and shall pay to CCC at rates that are specified in the storage agreement between the warehouse and CCC:

- warehouse storage charges that accrued before the date all documents required from the producer for the loan were provided to LSA
- any difference between the CSA loan storage rate and the storage credit cap during the loan period
- unpaid warehouse receiving charges including any charges for new ties
- unpaid warehouse compression changes based on the tariff rate.

# **C Processing Forfeitures**

Process loan forfeitures through ACRS according to 21-CN.

# **D** Charges Due on Forfeited Loans

LSA will be notified by COPS of the applicable charges to be collected from the producer according to paragraph 54.

.
#### 53 Maturity Date Notification Letter and Forfeiture Policy (Continued)

#### E Notice of Maturity Letter

Use the following letter to notify each contact producer of loan maturity.

Dear Producer:

This is to notify you that your (**crop year**) (**upland or ELS**) cotton loan, No. (**loan number**) will mature on (**maturity date**).

Under the terms and conditions of the loan, the following options are available:

- Repay the loan on or before the maturity date
- Forfeit the loan collateral to CCC on the maturity date.

*--Extensions of the term of the loan were not authorized by the 2008 Farm Bill.--*

If you choose to forfeit the loan collateral to CCC, you must pay CCC at rates that are specified in the storage agreement between the warehouse and CCC, all:

- Warehouse storage charges that accrued before the date all documents required from you for the loan were provided to this office
- Unpaid warehouse receiving charges including any charges for new ties
- Any storage paid by CCC exceeding the storage credit cap
- Any other unpaid charges that reduce the value of the cotton delivered to CCC including unpaid compression charges.

Please notify this office of your intention to either repay with cash or forfeit. If you do not take action by loan maturity, your loan collateral will be forfeited to CCC automatically.

If you designated a buyer as agent using CCC-605 and that agent or any subsequent agent does not redeem this loan by maturity, you are responsible for the above charges.

Sincerely,

LSA Official

#### 54 Collecting Charges Due on Forfeited Loans

#### A Determining Charges Due

[7 CFR 1427.11(f)] When loans are forfeited, and after warehouse charges are paid by KCCO, KCCO will determine the total of the following amounts that will be billed to the producer:

- warehouse storage charges that accrued **before** the date all documents required from the producer for the loan were provided to the County Office
- unpaid warehouse receiving charges including any charges for new ties
- unpaid warehouse compression charges
- any difference between the warehouse CSA loan rate and the storage credit rate during the loan period from date documents received to maturity.

Any charges billed to the producer will be based on the tariffs effective at the warehouse where forfeited. Thus, charges related to loan bales that were transferred and then forfeited are based on charges at the receiving warehouse.

#### **B** Definition of Date Documents Provided

The <u>date documents provided</u> (enter on CCC Cotton A-5, item 8) is the **later** of the following dates:

• the date of receipt from the producer of any paper documents necessary to complete the loan, such as a lien waiver

Note: The date by which a lien search conducted is not applicable to this item.

- the date CCC was made holder of EWR's
- if applicable, the date paper warehouse receipts were delivered to LSA.

#### **C** Statement of Charges Due

LSA will automatically receive notification of the Statement of Charges due for each loan forfeited through COPS.

#### **D** Collecting Charges Due From Producer

[7 CFR 1427.13(e)] After receiving the Statement of Charges Due CCC from COPS, LSA shall:

- determine whether the statement of charges is for the correct producer and loan
- if statement of charges is **incorrect**, contact ADC, PSCAO, CLG to request a correct statement of charges by:

•*--telephone at 816-926-1533

• e-mail at shannon.fulghem@kcc.usda.gov.--*

#### 54 Collecting Charges Due on Forfeited Loans (Continued)

#### **D** Collecting Charges Due From Producer (Continued)

- if statement of charges is **correct**:
  - send producer a notification letter for charges due according to subparagraph E
  - file a copy of the statement of charges in the producer's loan folder.

If invoice is **paid within 30 calendar days** of the notification letter, LSA's shall do either of the following:

• send in an automated CCC-719 "S" transaction trailer record with another bale detail record to NITC

Note: See 21-CN, paragraph 216.

•*--acquire a manual authorization code by contacting Shannon Fulghem at 816-926-1533--* or Diana Johnson at 816-926-1945.

**Notes:** If there are multiple invoices to be reported, a single manual authorization code shall be used to cover the total amount.

If sending in an automated CCC-719 trailer record or acquiring a manual authorization code, e-mail the following information to Diana Johnson at **diana.johnson@kcc.usda.gov**:

- charges to be repaid as indicated on the COPS Producer Collection Invoice
- number of bales forfeited
- Producer Collection Invoice number
- authorization code
- date of wire transfer.

FAX a completed CCC-719 to FSC, FCMO, CLIG at 816-926-5940 with the following information for each invoice:

- charges to be repaid as indicated on the COPS Producer Collection Invoice
- number of bales forfeited
- Producer Collection Invoice number
- authorization code
- date of wire transfer.

If invoice remains **unpaid 30 calendar days after** the date of the notification letter, transfer the required information to the administrative State and/or County Office as follows:

- LSA notification letter
- documentation of any collection activity
- producer collection invoice.

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#### 54 Collecting Charges Due on Forfeited Loans (Continued)

## **D** Collecting Charges Due From Producer (Continued)

Transfer a Producer Collection Invoice payment in COPS according to the following.

Step	Action	Results
1	On the COPS Home Page, under the	The Invoice Review Screen will be
	"Invoicing tab", CLICK "Invoice	displayed.
	Review".	
2	On the Invoice Review Screen, click	The Invoice List Screen will be
	the Invoice Type drop-down menu,	displayed.
	CLICK "Producer Collection Invoice",	
	and click the list button.	
3	Click on the line item for the desired	The Producer Collection Invoice Detail
	invoice to be transferred.	Screen will be displayed.
4	On the Producer Collection Invoice	A confirmation box will be displayed
	Detail Screen, enter the administrative	asking if user is sure he/she wants to
	State or county code field where the	transfer the invoice.
	documents are being transferred and	
	CLICK "Transfer Invoice".	
5	If LSA is certain that a transfer is to	The Producer Collection Invoice Detail
	take place, CLICK "OK".	Screen will be displayed reflecting a
		changed invoice status from "Waiting
		Payment" to "Transferred Producer".

**Note:** Any funds collected by LSA **after** the debt has been referred shall be forwarded to the administrative County Office to be recorded as a debt collection. Do **not** remit funds according to 21-CN, paragraph 433.

#### 54 Collecting Charges Due on Forfeited Loans (Continued)

#### **E** Notification Letter for Debt Collection

This is an example of the initial notification letter for charges due.

Dear Producer:

It has been determined that you owe CCC \$_____. The amount due is a result of the forfeiture of your cotton loan number _____.

You were notified of this loan's maturity date and of the options available to you. By having decided to forfeit the loan collateral in satisfaction of the loan, you agreed to pay to CCC at rates that are specified in the storage agreement between the warehouse and CCC, all:

- warehouse storage charges that accrued **before** the date all documents required from you for the loan were provided to LSA
- unpaid warehouse receiving charges including any charges for new ties
- unpaid warehouse compression charges
- any difference between the warehouse CSA loan rate and the storage credit rate during the loan period from date documents received to maturity.

You may contact this office to review records related to the determination of this debt or to receive an explanation of the debt. You may obtain a copy of the records subject to copying change.

You have 30 calendar days from the date of this letter to seek an informal review and request reconsideration of the determination of the debt. In requesting the reconsideration, provide a written explanation of the basis of your disagreement with the determination and provide documentation to support your position.

You may pay your debt by check payable to (**insert LSA name**) and mail the check to this office at the above address. Please contact this office at ______ if you have any questions. We will work with you to resolve this matter.

If this debt is not resolved, CCC reserves the right to use all additional actions available to recover the debt. The debt may be collected by internal administrative offset from any CCC or FSA payment that may be due to you. Additional actions that may be taken to recover the debt include the assessment of late payment interest, administrative costs, and penalties; administrative wage garnishment; reporting the debt to credit bureaus; referring the debt to private collection agencies and debt collection centers; collecting the debt by offset of qualified disbursements and refunds, including federal tax refunds; referring the debt to litigation (if collection administratively is unsuccessful); and reporting the debt to the Internal Revenue Service if the debt, or any portion of the debt, is discharged. Once your debt is more than 180 days delinquent, we are required to refer the debt to the Department of Treasury for collection.

Our records do not reflect that you have filed for bankruptcy protection under Title II of the United States Code. If you have filed bankruptcy, please notify us so that we may update our records and proceed to resolve this debt in accordance with bankruptcy procedures.

Sincerely,

LSA Official LSA Office

#### 55 Loan Reconcentrations

#### **A** Background

CCC may, from time to time, decide to relocate loan collateral. KCCO shall notify LSA's of cotton intended for reconcentration and specific instructions LSA's shall follow in processing reconcentrations. LSA's shall then notify producers of their options of repaying the loan or allowing the reconcentration.

#### **B** How LSA's Process Reconcentrations

LSA's shall process reconcentrations according to this table.

IF the producer chooses to	THEN
allow the reconcentration	• follow instructions in the KCCO notification letter about the reconcentration
	• deliver a shipping and receiving list to CCB to do either of the following:
	• obtain applicable warehouse receipts
	• instruct CCB to notify EWR provider to amend EWR to show original warehouse as holder
	<b>Note:</b> EDS shall prepare and provide shipping and receiving lists for LSA's.
	• send released individual card warehouse receipts to original warehouse
	• after receiving replacement individual card warehouse receipts from new warehouse:
	• submit receipts to CCB
	• provide EWR receipt number to CCB that shows CCC as holder
	• pay any related charges to the reconcentration and obtain reimbursement from CCC according to 21-CN
	• file copies of all documents.
repay the loan	follow instructions in 21-CN, Part 4.

#### 56-70 (Reserved)

#### *--Part 5 LDP Processing and Issuance

#### 71 Before Processing LDP

#### A Eligibility

The eligibility requirement for the producer and cotton shall be determined according to 1-CMA before processing LDP's.

#### **B** Required Forms and Documentation

For 2006 and subsequent crop years, LDP's **must** be requested on CCC-633 EZ. CCC-Cotton AA and CCC-709 are obsolete.

#### C Divided or Undivided Shares

If the bales are divided among producers, give each producer on the farm an opportunity to choose whether to obtain a loan or LDP.

**Note:** These instructions regarding divided or undivided bales also apply when a producer requests lock-in of the AWP rate to be used for the LDP calculation. In such cases, modules or any other unit of unginned cotton must be divided if a joint LDP is not being requested.

#### **D** No Deferred Payments

LDP's cannot be deferred or delayed at any time. All payments must be made as soon as possible after the date of request.

#### **E** Determining Date Documents Received

When a gin provides LSA's preprocessed bale data by e-mail, CD or diskette, for purposes of determining the "date documents received" for processing the LDP application, the date of receipt of the data is:

- the date the electronic data were received
- **not** the date the producer signed and dated a paper copy of the bale data.--*

## 72 LDP Overview

## A Making LDP's

LSA's shall make LDP's according to the following table.

Step		Action							
1	Receive from producers:								
	<ul> <li>production evidence required according to 7-CN, Part 5</li> <li>beneficial interest information as provided in paragraph 28</li> <li>*information required for CCC-633 EZ*</li> <li>a power of attorney, if FSA-211 has been completed.</li> <li>* *</li> </ul>								
2		ocedures in paragraph 28 to determine whether BI is held by the at time of LDP.							
	IF THEN								
	held	continue.							
	not held	stop process and return receipts and classification data to producer,							
		*unless CCC-633 EZ, page 1 was filed before BI was lost*							

## 72 LDP Overview (Continued)

## A Making LDP's (Continued)

Step		Action						
3	Determine eligibility according to 7-CN.							
	IF THEN							
	eligible	continue.						
	not eligible	stop process and return receipts and classification data to producer.						
4	Instruct produ	cer to notify EWR provider to amend EWR to show cotton will be						
	used to obtain	LDP from LSA.						
5	*Calculate I	LDP and complete CCC-633 EZ.						
6	Recheck all L	DP documents for accuracy.						
7	Obtain signatures on CCC-633 EZ from producer or, if applicable, producer's agent on FSA-211, and inform signee that he or she has either of the following options:							
	•*sign and s	submit CCC-633 EZ within 15 calendar days*						
	• cancel LD	P. If canceled, the producer may reapply.						
8	Submit applicable LDP transaction to ACRS according to 21-CN, and receive* LDP funds from CCC.							
	Issue LDP to producer within 3 calendar days. <b>Note:</b> This is the Advance/LDP Date (Field 31) in ACRS.							
9		er executed LDP documents as instructed in this handbook.						

#### *--72.5Establishing LDP Eligibility Before BI Is Lost

#### A Eligibility When BI Lost

Effective for 2005 and subsequent crop upland cotton, a producer may apply for LDP benefits after BI is lost if the producer has submitted CCC-633 EZ, page 1 before BI was lost on the cotton.

CCC-633 EZ, page 1 is:

- only a statement of intentions
- **not** an LDP request for an identified quantity.

Producers who submit CCC-633, page 1 before BI is lost:

- may request LDP on production identified on CCC-633 EZ after BI has been lost; see options in subparagraph 73.5 A
- may request a marketing assistance loan on the covered quantity as long as BI is retained at the time of the loan request
- are not irrevocably committed to request either a loan or LDP for cotton identified on CCC-633 EZ.

This new policy does **not** guarantee or provide LDP eligibility in all circumstances where BI was lost. Cotton will lose eligibility for LDP unless CCC-633 EZ, page 1 is submitted before BI is lost.

#### B Using CCC-633 EZ to Establish LDP Eligibility

CCC-633 EZ, page 1 must be submitted **before** BI was lost on a quantity for the cotton to be assured eligibility for LDP.

The following is an example of CCC-633 EZ, page 1 that is a statement of intentions to receive LDP on all eligible production.--*

**B** Using CCC-633 EZ to Establish LDP Eligibility (Continued)

*--

CC-633 EZ 03-28-14)	U.:	S. DEPARTMENT C Commodity Cred		:	<ol> <li>Name and Addres</li> </ol>	s of Producer (Include ZIP (	Code) (Please P	rint)		
0-20-14)		commonly crea	it corporation							
LOAN DEF	ICIENCY F	AYMENT (LD	P) AGREEM	2 Telephone or Cell	Number (Include Area Cod	(a) ·				
Il eligible producers ente	ring into this ag	reement MillST me	et marketing acciet	ance loan eligibility and have	beneficial 2 ID Number (Last	Digita):	,	Crop Year:		
terest in the quantities co	overed by this a	greement for the ar	plicable crop year	when signing this form. A pr	roducer is 5. State(s) and Cour	Digits).	4. 1	crop real.		
insidered to have benefit	icial interest in t	he specified quantiti	es if the producer I	has ALL of the following:	5. State(s) and Coul	(y(s)				
<ul> <li>title to the c</li> </ul>			<ul> <li>control of the control of the control</li></ul>							
					yment (LDP) benefits for this crop ye lest (Page 3), or Request for Wool, N					
an/LDP availability date to re ART A - TERMS AND C		its.								
		a) the date beneficial	l interest is lost as ap	clicable to specific commodity pro-	ovisions; or b) the LDP request date	as submitted on the CCC-633 E	Z (Page 2) Part E.	or CCC-633 EZ (Page 4)		
for wool, mohair, and unshi	norn pelts. For cot	tton LDP's requested o	on CCC-633 EZ Cottor	n (Page 3), the LDP rate will be b	based on the information provided on	Page 3.				
					from any other source or committed			arketing Association (CMA.)		
					t(s). The debt(s) must be resolved be	fore the final loan/LDP availabil	lity date.			
				gible quantity and when beneficia	al interest was lost. rice less than principal and interest, t	in an an a barren and a second second	dentile for the dense	if a surger the		
				C-633 EZ Part C, to obtain LDP b		his agreement becomes null an	d void for that spec	cinc quantity.		
				by final loan/LDP availabil						
					on with Part E, Part N, or Part O of th	form as applicable shall be co	insidered a request	for navment Evidence		
must include sufficient data						ronn as appreadle shan de co	insidered a reques	ter payment. Endence		
For quantities for which ver	rifiable evidence is	s unavailable (i.e., certi	tified quantities, fed qu	uantities, quantities used for seed	d, silage, etc.), the request for payme	nt shall be initiated by recording	a certification of q	uantity on Part E, Part N, or		
				etermine producer and commodit						
Submission of an al DD shi	all he a request fo			required for that specific quantity.						
For Cotton Producers On	nly: Producer age									
For Cotton Producers On irrevocable on or after the o	nly: Producer age date of ginning; c)	) entry of information or	n Page 3 of this applic	cation constitutes an irrevocable	application for the Adjusted World P					
For Cotton Producers On irrevocable on or after the submitted for an LDP base	nly: Producer age date of ginning; c) ad on gin-provided	) entry of information or documentation identif	n Page 3 of this applie fying the bales produc	cation constitutes an irrevocable and from the module/storage unit	application for the Adjusted World P for which the AWP lock-in applies.					
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## **B** Using CCC-633 EZ to Establish LDP Eligibility (Continued)

			(Include Zip Code)	13B. ID Nu	13B. ID Number (Last 4 digits)         14. Telephone or Cell Number (Include Area Code) (Optional)         15. Crop Year						17. Are you or any co-applicant delinquent on any federal non-tax debt? If "YES", explain in Item 32.			
				16. State a	nd County where	e Farm Record	Is are Maintained		YI	ES	NO NO			
ment, with	acceptable prod	luction evider	nce (if applicable), n	nust be subm	itted to the Cou	unty FSA offic	e requested quantity for t the that administers the fa surement service, or indici	rm records for the requ	ested commodity a	nd quantity				
	n lost, indicate di 19. Comm	ate of sale, fed	, used for seed, etc, *20. Net Quantity	as applicable,	in Item 23. If a 21. Source of Quanti	dditional entrie	s are needed, provide dat	a on an additional CCC-6 2. ocation, if applicable	33 EZ, Page 2. 23. Effective Da	ite of	24.			
LDP No.	Class, Varie	ety, Type	Requested and Unit of Measure	(Cher	*B.	owing)	(State, County, War Examples:	ehouse, or Bin Site)	LDP Rat (MM-DD-Y) A.		LDP Rate			
(CCC Use Only)		(bu., tons, cwt., lbs., etc.)		Certified	Measure- ment Service	Production Evidence	Warehouse-Stored: Ohio Warehouse Farm-Stored: Texas, We North of House	A CANADA CACAMANAN	Date of LDP Request or Date Beneficial Interest Was Lost	Check to Request Date of Delivery	Only)			
uantity eligib ART F - PRC ertify all info proration (C	le at the time o DUCER CER ormation entere CCC) for the con tt a CCC-633 E	of this request <b>IFICATION</b> and on this form mmodity desc <b>Z</b> , Page 1 MU 258. Title/Relation	t. Producer must e (For additional si) m is true and correc cribed above under	enter in Item gnatures, c ct. By complet the terms an FSA County	20, a specific o omplete CCC- eting Part E and d conditions as office for this	quantity or "A 633 EZ Con d signing and provided on LDP request [25A. P	dating this form, I here the CCC-633 EZ, Loan to be considered comple	tion to be valid. by make a request for p Deficiency Payment (LI	ayment from the C DP) Agreement and	ommodity Request.	Credit			
ART C CC	CAPPROVAL	EOB CCC I	ISE ONI VI											
	CCC Represent		itle of CCC Represer	ntative 3	0. Date (MM-DD-1	7777) 31	. Action: 32. Adu ] APPROVED ] DISAPPROVED	litional Information/Secon	d Party Review					
											Page			

## B Using CCC-633 EZ to Establish LDP Eligibility (Continued)

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	T FOR COTTON LDP nd Address of Producer ()	nclude Zip Code)	33B. ID No. (Ləst 4 digits)	<ol> <li>Telephone or Cell Number (include Area Code) (Optional)</li> </ol>	35. Farm Number	36. Crop Year	37. Are you or any delinquent on a non-tax debt? If "YES", explai	ny federal
38. Producer Initials to verify LDP type and bale quantity	Type of LDP Requested	Must be Requested	Must have Beneficial Interest at Time of LDP Application?	The LDP Rate will be the rate in effect on the:		Qua	39. antity: sequence number(:	
,	Irrevocable Module Lock-In	After Harvest, Before Ginning	YES	Date an Accurately Completed Request is Submitted.	identified by bale list	or file sequence nu		
					"ALL" to be identified	by bale list or file s		
	Gin-Direct	Before Date of Ginning	YES	Date of Ginning ►	A. FARM NO.	B. NO. BALES	A. FARM NO.	B. NO. BALES
	Irrevocable Post-Ginning	After Ginning	YES	Later of: 1) date of request or 2) date bale list submitted ►	C. Producer enters sequence num		be verified by bale	list or file
	Lost Beneficial Interest	After Ginning	NO	Date Beneficial Interest Lost ►	D. Producer enters sequence numb		be verified by bale	list or file
ART I - MODULE	DENTIFICATION OF	SEED COTTON (C	ompleted for Modu	le Lock-In LDP Request) 41. Module Location at	Farm or Gin:			
2. Gin's Module/Trai	ler Number:			T. module cotation at	- unit of onit.			
		For additional aim	naturas, complete (	200 622 EZ Continuation Bast	0			
	er GERTIFICATION (			CC-633 EZ Continuation, Part	5)			
A. Producer's Signatur		nship (Individual Signing ntative Capacity)	44. Share % 45. Date (MM-DD-		(By) 43B. Title/Rel	ationship (Individual Sig resentative Capacity)	ning 44. Share%	45. Date (MM-DD-YYYY)
ART K - INFORM	ATION FOR LDP REQ	UEST (Complete Up 47. File Sequence		ta Files) (FOR CCC USE ONLY) 48. Date File(s) Receive	ed (MM-DD-YYYY)	49. Bale	Count	
	ROVAL (FOR CCC U	SE ONI XI						
A. Signature of CCC		50B. Title of CCC	Representative	53. Date Request Submitted 5 (MM-DD-YYYY)	<ol> <li>Name and Addres Office or LSA</li> </ol>	s of FSA County	56. Additional I Party Revie	nformation/Secon w
Action:		52. Date of Sign Representati	ature by CCC ve (MM-DD-YYYY)	54. AWP on Applicable Date				
								Page

B Using CCC-633 EZ to Establish LDP Eligibility (Continued)

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Contact I	Name and A	ddres	s of Produce	er (II	nclude Zip Code)	(Please	Print)			(Last 4 Digits)		Area Co	de)	60. Crop \	rear 61	delin	you or any co-app quent on any fede ? If "YES", explain 86.	ral non-tax
plete Items	acceptable p s 64 through 6	9 for w	tion evidence	e (if a	applicable), must b Items 72 through 77	e subm	itted to the	pre benef e County pelts and	icial interes FSA office I sign/date b	t (title and contro that administ	ol) is lost in the req lers the farm record the source of quan	uested qua rds for the tity in Item	ntity for this to requested co 67 or 75 if this	is a certified	d quantity LDP, indic	ate for w	YES for payment. This re rool or mohair only if	the quantity in
ditional ent		d, pro	vide data on a	an ac	ditional CCC-633 E			trinen be	inencial inte	rest has been to	ost, marcate date of	sale, deliv	ery, slooginer,	etc., as appr	capie, as i	ane errec	are date of EDP Tate	in item of or
63. DP No.	64. Commo		IR WOOL	UK	65. Type		66. Net Qua (lbs.)		(C A.	67. Source of Qu heck one of the B.		(St	ate, County, W	68. ed Location /arehouse, Fa .ocation)	arm Storag	e Rate	69. fective Date of LDP (Date of Request of te Beneficial Interest	
CC Use Only)								0	Certified	Production Evidence	Qty in Excess Certified Qty	of		ocason)		Uat	(MM-DD-YYYY)	(CCC U: Only)
	Mohair Wool		Graded	Г	] Ungraded													
	Mohair Wool	R	Graded	_	Ungraded													
	Mohair Wool	R	Graded		Ungraded											-		
	Mohair Wool		Graded		Ungraded											-		
					LAMB PELTS													
71. DP No.	Number of Unshorn Lamb Pelts Requested				75. Use			74. Stored Location (If applicable) (State, County, Warehouse, Farm			m Storage	Source of	f Quantity of Quantity of the following			LDP Rate (Date of Request or	78. LDP Ra	
CC Use Only)			A. Immediat Slaughte		B. Slaughter for Personal Use	Pres	C. erved Stored		D. Feeders to b Buyer		Location)		A. Certified	B. Production Evidence			Date Beneficial Interest was Lost) (MM-DD-YYYY)	(CCC Us Only)
						[												
						[	5											
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TP-P	RODUCER	CEF	RTIFICATI	ON	(For additional	lsigna	itures, c	omple	te CCC-6	533 EZ Com	tinuation, Part	: P)	_	_				
rn lamb p	elts and signin	g and d	lating this for	m, I I	correct and that the hereby make a reque dso understand that a	st for a p	ayment fro	m Comn	nodity Credi	it Corporation (C	CCC) for the comm	odity descri	ibed above und	er the terms a	completing and condition	Part N I ons as pr	for wool and mohair rovided on the CCC-6	or Part O for 33 EZ, Loan
Producer	's Signature (E	y)		fitle/8	Relationship (Individu Representative Capacit)	al Signing			81. Date (MM-DD-Y	79A.	Producer's Signal	ture (By)	79B. Title/	Relationship Representative		Signing		1. Date M-DD-YYYY)
	of CCC Repre				JSE ONLY) 82B. Title of CCC R	epresen	tative 8	83. Date	(MM-DD-YY)	m 84. Act	tion:	85. Is th this	ne quantity fo	or 86. able?	Addition	al Infor	mation/Second Pa	rty Review
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## **B** Using CCC-633 EZ to Establish LDP Eligibility (Continued)

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CCC-633 EZ Continuation (03-28-14)			Commodity Cree				
	CONTINUATION SHEE			Y (LDP) PAYMENT AGREE Z Pages 1, 2, 3, or 4)	EMENT AND REQUEST		
	1	Attach to Form	n CCC-633 EZ,	Page			
	iate Part to Indicate which Section						
6A. Producer's Signature (By)	ERTIFICATION (CCC-633 EZ Page 6B. Title/Relationship (Individual Signi representative capacity)		7. Date (MM-DD-YYYY)	6A. Producer's Signature (By)	6B. Title/Relationship (Individual Signi representative capacity)	ing in a	7. Date (MM-DD-YYYY)
	ingregenative capecity)		(100-00-1111)		representative capecity)		(100-00-111)
PART F - PRODUCER CE	RTIFICATION (CCC-633 EZ Page	2) (Continua		equest)			67. G .
25A. Producer's Signature (By)	25B. Title/Relationship (Individual Signing in a representative capacity)	26. Share %	27. Date (MM-DD-YYYY)	25A. Producer's Signature (By)	258. Title/Relationship (Individual Signing in a representative capacity)	26. Share %	27. Date (MM-DD-YYYY)
PART J - PRODUCER CE	RTIFICATION (CCC-633 EZ Page 43B. Title/Relationship (Individual	3) (Continua	ation for Cottor		43B. Title/Relationship (Individual		45. Date
43A. Producer's Signature (By)	Signing in a representative capacity)	44. Share %	(MM-DD-YYYY)	43A. Producer's Signature (By)	Signing in a representative capacity)	44. Share %	(MM-DD-YYYY
PART P - PRODUCER CE 79A. Producer's Signature (By)	ERTIFICATION (CCC-633 EZ Page 79B. Title/Relationship (Individual Signing in a representative capacity)	<ol> <li>4) (Continue 80. Share %</li> </ol>	81. Date (MM-DD-YYYY)	79A. Producer's Signature (By)	79B. Title/Relationship (Individual Signing in a representative capacity)	80. Share %	81. Date (MM-DD-YYYY)
							Page

## C LSA Employee Instructions for CCC-633 EZ, Page 1

Producers must complete Items 1 through 4, Parts A, B, C, and E, as indicated.

Item	Instructions
1	Enter name and address of the producer. This should be the name of the individual,
	joint operation, or entity for which benefits may be requested.
2	Enter telephone number of the applicant.
3	Enter last four digits of the producers ID number.
4	Enter crop year for the commodity covered by the LDP agreement.
5	Enter all States, if necessary, and counties where the producer in Item 1 has an interest for the designated crop year.
	This form covers interests in <b>all</b> eligible LDP commodities of the producer for the crop year entered in Item 4.
Part A	Terms and Conditions
	All producers requesting LDP shall review and understand the terms and conditions of this agreement.
Part B	Methods of Payment Request
	All producers requesting LDP shall review and understand the methods a payment request may be initiated under this agreement.
	Terms related to cotton LDP requests explained in the fourth paragraph of this part.
	<b>Note:</b> A request for payment is made for cotton using CCC-633 EZ, page 3 that must be received in LSA before the final loan availability date for the applicable commodity.
	If this form is approved for electronic transmission and the producer has established
	credentials with USDA to submit forms electronically, the producer's transmission is certification that he/she has read and understands the Methods of Payment.
Part C	Producer Signature and Certification
6 and 7	After reading the certification statement, the producer signs in item 6 and enters date
	of signature in item 7. Use CCC-633 EZ, page 4 if additional signature space is
	needed. The signatures indicate the producer has reviewed and agrees to the
	conditions listed above.
Part D	Approval/Disapproval
8 - 10	An authorized CCC representative shall approve or disapprove CCC-633 EZ by
	completing blocks 8 through 10.
11	Enter any additional information pertinent to the approval or disapproval of this agreement.
12	Enter name and address of the approving LSA.

#### 73 FAXed Applications Not Received

#### A Handling Unreceived FAXed Applications

If a producer inquires about a FAXed LDP application and the application is subsequently not received, LSA's shall:

- require producers to submit a copy of the FAX transmission report or some type of documentation to verify that the FAX transmission was attempted to verify that the application was FAXed
- accept producer's completed LDP application
- document the date that the LDP application was FAXed and the reason the FAX was not received
- approve, with concurrence, the LDP application
- use the LDP rate in effect on the date printed by the FAX machine on the original LDP application
- not accept or approve producer's LDP application if the actual date of the FAX cannot be verified by the producer.

#### *--73.5LDP Options Relative to Harvest and Ginning

#### A LDP Request Options

Cotton LDP's may be disbursed, in all cases, only on eligible, ginned cotton upon presentation of production evidence in the form of a warehouse receipt or bale list.

BI status at time of application... Type Rate used for LDP is rate effective on... LDP for cotton in which producer has BI at the time of the LDP application is: date of application. Irrevocable module producer has BI. lock-in. date of ginning. Gin-direct. Irrevocable post-ginning. date of application. Lost BI before application. the date BI was lost. BI lost.

Applications for LDP's are submitted using CCC-633 EZ for any of the following options.

- **Irrevocable module lock-in**. For harvested cotton in modules, before ginning, a producer may submit CCC-633 EZ, page 3 to request lock-in of AWP rate to be used for LDP calculation. AWP/LDP rate is that which **is effective on the date an accurately completed request is submitted**. The cotton is identified by a gin-supplied trailer or module number. After the cotton is ginned, the producer provides bale information that corresponds to the cotton identified by the trailer or module number. These requests for lock-in of AWP and LDP cannot be revised or canceled. See subparagraph 75 E.
- **Gin-direct**. A producer may request gin-direct LDP's using CCC-633 EZ, page 3. LDP rate provided is the rate payment rate effective on the date the cotton is ginned. These requests are allowed to be revised or terminated under certain circumstances. See paragraph 74.
- **Irrevocable post-ginning**. On cotton that has been ginned, a producer may request LDP using CCC 633 EZ, page 3 supported by a bale list. LDP rate provided is the rate effective on the date that an accurately completed application is submitted. These LDP requests, once submitted, cannot be revised or canceled. See paragraph 75.
- Lost BI. If BI has been lost before the LDP is requested, and the producer had filed CCC-633 EZ, page 1 before the date BI was lost, then the producer may request LDP using CCC-633 EZ, page 3. For these LDP's, the only payment rate provided is the rate applicable on the date that BI was lost. The producer must provide acceptable documentation of the date BI was lost on the applicable quantity.--*

#### *--74 Gin-Direct LDP's

#### A Applicability

[7 CFR 1427.23] Producers who want to receive LDP's based on the date ginned may file CCC-633 EZ, page 3:

- on or before the date of ginning
- for 1 or more farm's expected production
- for all or a portion of the expected production.

#### **B** Time of Executing Gin-Direct LDP Request

CCC-633 EZ, page 3 **must** be submitted on or before the date of ginning.

**Notes:** Applications may be entered into after ginning begins; however, any cotton ginned before the date of the application is not covered.

See subparagraph J for preparing CCC-633 EZ, page 3.--*

#### *--74 Gin-Direct LDP's (Continued)

#### **C** Quantity Included on Application

The entire quantity included on the application is eligible for the LDP rate, including a zero rate that is in effect **on** the date of ginning.

- **Note:** If the LDP rate on the date of ginning is zero, the producer will not receive LDP and will not be eligible for a loan on that quantity shown on the application.
- **Example:** Producer files either CCC-633 EZ, page 3 for all the production of cotton from all farms. The producer produced 500 bales of cotton on all farms. Of the 500 bales, 50 bales were ginned on a date when LDP was equal to zero. These 50 bales are not eligible for LDP or loan.

#### **D** Specifying Delivery Locations

Producers who want gin-direct LDP provisions to be applicable for production delivered to a specific location or buyer may designate that quantity on the application.

- **Note:** Because the cotton LDP rate is based on the date of ginning, cotton producers may designate only the cotton delivered directly from the gin to a specific location or buyer. The date of ginning will continue to be used to determine the LDP rate for the designated quantity.
- **Example:** If the producer wants all production from Farm 57 that will be delivered to Bob River Mills, Inc. to be the only production from Farm 57 covered by the gin-direct application, the producer should enter the following onto the application in CCC-633 EZ, page 3, item 22.

Farm Number	Production Units
57	All to Bob River Mills, Inc.
40	All
37	300 Bales

**Notes:** All production from Farm 57 not delivered to Bob River Mills, Inc. is eligible for a loan or LDP if all eligibility requirements are met.

All the production from Farm 40 would be covered by the gin-direct LDP request.

300 bales from Farm 37 would be covered.--*

#### 74 Gin-Direct LDP's (Continued)

#### **E** Signatures Required for Approval

If more than 1 producer shares in a bale of cotton, each producer who has a share in the bale must sign LDP request before it can be approved.

#### **F** Revising Gin-Direct Applications

Gin-direct LDP applications may only be revised before ginning. If a producer wants to revise a gin-direct application, require the producer to:

- line through the applicable quantity to be revised
- enter the revised quantity and initial and date the entry.
- **Note:** All producers who signed the application must initial and date all revisions for the farms of which they share in the production.
- **Example:** If a producer signed the application for all the cotton on Farm 40, the producer could gin 300 bales and before ginning any more, revise the application to cover only the 300 bales, leaving the bales remaining to be ginned eligible for a loan or LDP in the normal manner.--*

**Note:** Only the share of the production applicable to the producers who sign the request will be considered covered.

#### 74 Gin-Direct LDP's (Continued)

#### **G** Terminating Gin-Direct LDP Request

Gin-direct LDP applications may only be terminated if the producer has not ginned any of the cotton covered by the application.

- **Example:** If a producer signed an application for all the cotton on Farm 40 and 300 bales had been ginned as of the current date, the producer would not be allowed to terminate the agreement for the 300 bales ginned, but COC may permit the producer to revise the application so cotton not yet ginned would not be covered by the application.
- Note: Cotton for which LDP is requested, but for which LDP is not provided because of
   *--AGI, may be pledged for loan if otherwise eligible and BI has been maintained. This loan cannot be repaid at a reduced rate.--*

#### **H** Production Evidence

To receive LDP on requested production, the producer must provide acceptable production evidence on or before May 31 after the calendar year in which the crop is planted. Production evidence must show the date each bale is ginned.

**Note:** Producers are not required to provide evidence for all production covered by the application before LDP may be made. Multiple LDP's may be made under the terms of any gin-direct LDP application.

#### I Processing LDP

Once production evidence is provided, process the LDP request.

Notes: Use AWP and CCA in effect on the date cotton was ginned.

Use the date the application was approved as the LDP Approval Date.

More than one LDP may be required when a different AWP and CCA are applicable for the production listed on any gin-direct LDP application.

## *--74 Gin-Direct LDP's (Continued)

## J Completing CCC-633 EZ, Page 3 for Gin-Direct LDP

Effective for 2006 and subsequent crop upland cotton, producers **must** request gin-direct LDP's using CCC-633 EZ, page 3.

For gin-direct LDP requests, complete CCC-633 EZ, page 3 according to the following table.

Item	Instruction				
33	Enter the producer's name and address.				
34	Enter the last 4 digits of the applicant's SSN or tax ID.				
35	Enter the applicant's telephone/cell number.				
36	Enter the crop year of the commodity for which the LDP is requested.				
37	Applicant answers question by checking ( $$ ) either the "Yes" or "No" box.				
	<b>Note:</b> If the applicant answers "Yes", then the applicant uses the remarks section of the continuation page to explain the amount owed, the Federal agency owed, and terms of any repayment agreement.				
38	Applicant enters initials in box to the left of "Gin-Direct".				
39	Applicant may request LDP's for 1 or more farms. For each individual farm an				
	LDP is requested for some or all production, the applicant must enter the farm				
	number and, in the box adjacent to the farm number, must enter either "All" to				
	indicate that LDP is requested for all bales, or must enter the exact number of				
	bales from the farm to which the LDP request applies.				
40-42	This part is not applicable to gin-direct LDP requests.				
43-45	Each producer with a share in the production on the application submitted must				
	enter:				
	• their signature in Item 43				
	• their percent share of the quantity in Item 44				
	• the date of signature in Item 45.				

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## *--74 Gin-Direct LDP's (Continued)

Item		Instruction				
46-49	Item 46:	Enter LDP number.				
	Item 47:	Enter file sequence number of all applicable bale files provided as production evidence.				
	Item 48:	Enter date the bale list or data file was received.				
	Item 49:	Enter number of bales represented by each bale list or data file.				
50-56	Item 50:	CCC Representative enters signature.				
	Item 51:	Enter title of CCC Representative.				
	Item 52:	Check ( $$ ) box indicating approval or disapproval.				
	Item 53:	See subparagraph 274 B to establish the date a completed application was submitted.				
		<b>Note:</b> Applications for gin-direct must be received on or before the date of ginning, and nor later than <b>May 31</b> .				
	Item 54:	AWP applicable to gin-direct LDP's is the date of ginning.				
	Item 55:	Enter the name/address of the LSA.				
	Item 56:	May be used to amend gin-direct LDP's or to explain "Yes" answer to Item 37.				

## J Completing CCC-633 EZ, Page 3 for Gin-Direct LDP (Continued)

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## 74 Gin-Direct LDP's (Continued)

## K Example CCC-633 EZ, Page 3

Following is an example of CCC-633 EZ, page 3 that may be used for requesting upland cotton LDP's of any type.

	4) T FOR COTTON LDP			A. W. I. I			-			
(33A. Contact Name and Address of Producer (Include Zlp Code) (Please Print)			33B. ID No. 34. Telephone or Cell Number (Last 4 digits) (Include Area Code) (Optional)		35. Farm Number	36. Crop Year 3	<ol> <li>Are you or any delinquent on a non-tax debt? If "YES", expla</li> <li>YES</li> </ol>	any federal		
38. Producer Initials to verify LDP type and bale guantity	Type of LDP Requested	Must be Requested	Must have Beneficial Interest at Time of LDP Application?	The LDP Rate will be the rate in effect on the:				39. Jantity: e sequence number(s)		
	Irrevocable Module Lock-In	After Harvest, Before Ginning	YES	Date an Accurately Completed Request is Submitted. ►	Identified by gin as being produced from the module(s) listed in Part I and identified by bale list or file sequence number(s).					
						For each farm number by bale list or file sec				
	Gin-Direct	Before Date of Ginning	YES	Date of Ginning ►	A. FARM NO.	B. NO. BALES	A. FARM NO.	B. NO. BALES		
	Irrevocable Post-Ginning	After Ginning	YES	Later of: 1) date of request or 2) date bale list submitted ►	C. Producer enters bale quantity (to sequence number):		be verified by bale list or file			
	Lost Beneficial Interest	After Ginning	NO	Date Beneficial Interest Lost ► e Lock-In LDP Request)	D. Producer enters bale quantity (to be verified by bale list or file sequence number):			list or file		
0. Gin Code:		SEED COTTON (C	ompleted for modul	41. Module Location at	Farm or Gin:					
<ol><li>Gin's Module/Trai</li></ol>	ller Number:									
				CC-633 EZ Continuation, Part	J)					
certify all informa 3A. Producer's Signatur			44. Share % 45. Date (MM-DO-		(By) 43B. Title/Rela in a Rep	<b>itionship</b> (Individual Signing resentative Capacity)	44. Share%	45. Date (MM-DD-YYYY)		
ART K - INFORM	ATION FOR LDP REQ	UEST (Complete Up 47. File Sequence		ta Files) (FOR CCC USE ONLY) 48. Date File(s) Receiv	ed (MM-DD-YYYY)	49. Bale Co	ount			
PART L - CCC APPROVAL (FOR CCC USE ONLY) 50A. Signature of CCC Representative 50B. Title of CCC		Representative	53. Date Request Submitted (MM-DD-YYYY)	55. Name and Address of FSA County Office or LSA		56. Additional Information/Second Party Review				
		52. Date of Signa Representati	nature by CCC 54. AWP on Applicable Date live (MM-DD-YYYY)							
							1			

#### *--75 Module Lock-In and Post-Ginning LDP's

A Request for Payment

#### A Request for Payment

Requests for module lock-in or post-ginning LDP's are submitted on CCC-633 EZ, page 3. These LDP requests must be made:

- by all producers having an interest in the cotton
- before BI in the cotton is lost
- on or before the final loan availability date.

One payment may be made for more than 1 farm, or multiple payments may be made for 1 farm.

By submitting any LDP request, producers certify that production:

- is eligible for loan
- has not been previously used for loan or LDP
- will not be used for a subsequent loan or LDP.

Requests for module lock-in or post-ginning LDP's, once submitted, cannot be canceled or revised. See further policy in subparagraph D.

#### **B** Approval

The LDP application shall be approved by CCC on the day that either application form, signed and dated by all applicable producers, and the accompanying production evidence are **both** provided. If the application and production evidence are provided on separate days, the approval date is the later date.

When an application is to request AWP lock-in for modules, the LDP application is not approved for payment until the corresponding bales are identified. Interest is not payable for the period between AWP lock-in and submission of bale information.

# **Exception:** CCC may approve an application for a module lock-in or post-ginning LDP before classing data is presented if:

• classing data is not yet available

**Note:** Producer is required to submit classing data as soon as it is available from Agricultural Marketing Service.

- acceptable gin tag or warehouse receipts are submitted
- all producers sharing in the cotton have signed the application.

Note: If BI is questioned, follow subparagraph 72 A.--*

#### A Applicability

[7 CFR 1427.23] Producers who want to receive LDP's based on the date ginned may file CCC-633 EZ, page 3:

- on or before the date of ginning
- for 1 or more farm's expected production
- for all or a portion of the expected production.

#### **B** Time of Executing Gin-Direct LDP Request

CCC-633 EZ, page 3 must be submitted on or before the date of ginning.

**Notes:** Applications may be entered into after ginning begins; however, any cotton ginned before the date of the application is not covered.

See subparagraph J for preparing CCC-633 EZ, page 3.--*

#### *--74 Gin-Direct LDP's (Continued)

#### **C** Quantity Included on Application

The entire quantity included on the application is eligible for the LDP rate, including a zero rate that is in effect **on** the date of ginning.

- **Note:** If the LDP rate on the date of ginning is zero, the producer will not receive LDP and will not be eligible for a loan on that quantity shown on the application.
- **Example:** Producer files either CCC-633 EZ, page 3 for all the production of cotton from all farms. The producer produced 500 bales of cotton on all farms. Of the 500 bales, 50 bales were ginned on a date when LDP was equal to zero. These 50 bales are not eligible for LDP or loan.

#### **D** Specifying Delivery Locations

Producers who want gin-direct LDP provisions to be applicable for production delivered to a specific location or buyer may designate that quantity on the application.

- **Note:** Because the cotton LDP rate is based on the date of ginning, cotton producers may designate only the cotton delivered directly from the gin to a specific location or buyer. The date of ginning will continue to be used to determine the LDP rate for the designated quantity.
- **Example:** If the producer wants all production from Farm 57 that will be delivered to Bob River Mills, Inc. to be the only production from Farm 57 covered by the gin-direct application, the producer should enter the following onto the application in CCC-633 EZ, page 3, item 22.

Farm Number	Production Units
57	All to Bob River Mills, Inc.
40	All
37	300 Bales

**Notes:** All production from Farm 57 not delivered to Bob River Mills, Inc. is eligible for a loan or LDP if all eligibility requirements are met.

All the production from Farm 40 would be covered by the gin-direct LDP request.

300 bales from Farm 37 would be covered.--*

#### 74 Gin-Direct LDP's (Continued)

#### **E** Signatures Required for Approval

If more than 1 producer shares in a bale of cotton, each producer who has a share in the bale must sign LDP request before it can be approved.

#### **F** Revising Gin-Direct Applications

Gin-direct LDP applications may only be revised before ginning. If a producer wants to revise a gin-direct application, require the producer to:

- line through the applicable quantity to be revised
- enter the revised quantity and initial and date the entry.
- **Note:** All producers who signed the application must initial and date all revisions for the farms of which they share in the production.
- **Example:** If a producer signed the application for all the cotton on Farm 40, the producer could gin 300 bales and before ginning any more, revise the application to cover only the 300 bales, leaving the bales remaining to be ginned eligible for a loan or LDP in the normal manner.--*

**Note:** Only the share of the production applicable to the producers who sign the request will be considered covered.

#### 74 Gin-Direct LDP's (Continued)

#### **G** Terminating Gin-Direct LDP Request

Gin-direct LDP applications may only be terminated if the producer has not ginned any of the cotton covered by the application.

- **Example:** If a producer signed an application for all the cotton on Farm 40 and 300 bales had been ginned as of the current date, the producer would not be allowed to terminate the agreement for the 300 bales ginned, but COC may permit the producer to revise the application so cotton not yet ginned would not be covered by the application.
- Note: Cotton for which LDP is requested, but for which LDP is not provided because of
   *--AGI, may be pledged for loan if otherwise eligible and BI has been maintained. This loan cannot be repaid at a reduced rate.--*

#### **H** Production Evidence

To receive LDP on requested production, the producer must provide acceptable production evidence on or before May 31 after the calendar year in which the crop is planted. Production evidence must show the date each bale is ginned.

**Note:** Producers are not required to provide evidence for all production covered by the application before LDP may be made. Multiple LDP's may be made under the terms of any gin-direct LDP application.

#### I Processing LDP

Once production evidence is provided, process the LDP request.

Notes: Use AWP and CCA in effect on the date cotton was ginned.

Use the date the application was approved as the LDP Approval Date.

More than one LDP may be required when a different AWP and CCA are applicable for the production listed on any gin-direct LDP application.

#### *--74 Gin-Direct LDP's (Continued)

## J Completing CCC-633 EZ, Page 3 for Gin-Direct LDP

Effective for 2006 and subsequent crop upland cotton, producers **must** request gin-direct LDP's using CCC-633 EZ, page 3.

For gin-direct LDP requests, complete CCC-633 EZ, page 3 according to the following table.

Item	Instruction
33	Enter the producer's name and address.
34	Enter the last 4 digits of the applicant's SSN or tax ID.
35	Enter the applicant's telephone/cell number.
36	Enter the crop year of the commodity for which the LDP is requested.
37	Applicant answers question by checking ( $$ ) either the "Yes" or "No" box.
	<b>Note:</b> If the applicant answers "Yes", then the applicant uses the remarks section of the continuation page to explain the amount owed, the Federal agency owed, and terms of any repayment agreement.
38	Applicant enters initials in box to the left of "Gin-Direct".
39	Applicant may request LDP's for 1 or more farms. For each individual farm an
	LDP is requested for some or all production, the applicant must enter the farm
	number and, in the box adjacent to the farm number, must enter either "All" to
	indicate that LDP is requested for all bales, or must enter the exact number of
	bales from the farm to which the LDP request applies.
40-42	This part is not applicable to gin-direct LDP requests.
43-45	Each producer with a share in the production on the application submitted must
	enter:
	• their signature in Item 43
	• their percent share of the quantity in Item 44
	• the date of signature in Item 45.

--*

## *--74 Gin-Direct LDP's (Continued)

Item		Instruction					
46-49	Item 46:	Enter LDP number.					
	Item 47:	Enter file sequence number of all applicable bale files provided as production evidence.					
	Item 48:	Enter date the bale list or data file was received.					
	Item 49:	Enter number of bales represented by each bale list or data file.					
50-56	Item 50:	CCC Representative enters signature.					
	Item 51:	Enter title of CCC Representative.					
	Item 52:	Check ( $$ ) box indicating approval or disapproval.					
	Item 53:	See subparagraph 274 B to establish the date a completed application was submitted.					
		<b>Note:</b> Applications for gin-direct must be received on or before the date of ginning, and nor later than <b>May 31</b> .					
	Item 54:	AWP applicable to gin-direct LDP's is the date of ginning.					
	Item 55:	Enter the name/address of the LSA.					
	Item 56:	May be used to amend gin-direct LDP's or to explain "Yes" answer to Item 37.					

## J Completing CCC-633 EZ, Page 3 for Gin-Direct LDP (Continued)

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## 74 Gin-Direct LDP's (Continued)

## K Example CCC-633 EZ, Page 3

Following is an example of CCC-633 EZ, page 3 that may be used for requesting upland cotton LDP's of any type.

3A. Contact Name ar (Please Print)	TFOR COTTON LDP ad Address of Producer (i	Include Zip Code)	33B. ID No. (Last 4 digits)	<ol> <li>Telephone or Cell Number (Include Area Code) (Optional)</li> </ol>	35. Farm Number	36. Crop Year	<ol> <li>Are you or any delinquent on a non-tax debt? If "YES", explai</li> <li>YES</li> </ol>	any federal	
38. Producer Initials to verify LDP type and bale guantity	Type of LDP Requested	Must be Requested	Must have Beneficial Interest at Time of LDP Application?	The LDP Rate will be the rate in effect on the:	(	Qua	9. ntity: sequence number(		
	Irrevocable Module Lock-In	After Harvest, Before Ginning	YES	Date an Accurately Completed Request is Submitted.	Identified by gin as being produced from the module(s) listed in Part I and identified by bale list or file sequence number(s).				
	Gin-Direct Before Date of Ginning	YES	Date of Ginning ►	GIN DIRECT ONLY "ALL" to be identified A. FARM NO.			B. NO. BALE		
	Irrevocable Post-Ginning			YES Later of: 1) date of request or 2) date bale list submitted ►		C. Producer enters bale quantity (to be verified by bale list or file sequence number):			
ART I - MODULE I	Lost Beneficial Interest After Ginning ODULE IDENTIFICATION OF SEED COTTON (0		NO Date Beneficial Interest Lost  Completed for Module Lock-In LDP Request)		D. Producer enters bale quantity (to be verified by bale list or file sequence number):				
). Gin Code: 2. Gin's Module/Trail	er Number:			41. Module Location at	Farm or Gin:				
	ER CERTIFICATION ( tion entered on this for			CC-633 EZ Continuation, Part	J)				
	(By) 43B. Title/Relatio	nship (Individual Signing ntative Capacity)	44. Share % 45. Date (MM-DD-)			ationship (Individual Sign resentative Capacity)	ing 44. Share%	45. Date (MM-DD-YYYY)	
A. Producer's Signature	TION FOR LDP REQ	UEST (Complete U) 47. File Sequen		ta Files) (FOR CCC USE ONLY) 48. Date File(s) Receive	d (MM-DD-YYYY)	49. Bale	Count		
			ce realized (3)	to. Bate me(s) result	10 (MM 20-1111)	40. Date	oodik		
ART K - INFORMA 5. LDP Number		SE ONI VI							
ART K - INFORMA 5. LDP Number	ROVAL <i>(FOR CCC U</i>	SE ONLY) 50B. Title of CCC	C Representative	53. Date Request Submitted 5 (MM-DD-YYYY)	5. Name and Addres: Office or LSA	s of FSA County	56. Additional I Party Revie		

#### *--75 Module Lock-In and Post-Ginning LDP's

#### A Request for Payment

Requests for module lock-in or post-ginning LDP's are submitted on CCC-633 EZ, page 3. These LDP requests must be made:

- by all producers having an interest in the cotton
- before BI in the cotton is lost
- on or before the final loan availability date.

One payment may be made for more than 1 farm, or multiple payments may be made for 1 farm.

By submitting any LDP request, producers certify that production:

- is eligible for loan
- has not been previously used for loan or LDP
- will not be used for a subsequent loan or LDP.

Requests for module lock-in or post-ginning LDP's, once submitted, cannot be canceled or revised. See further policy in subparagraph D.

#### **B** Approval

The LDP application shall be approved by CCC on the day that either application form, signed and dated by all applicable producers, and the accompanying production evidence are **both** provided. If the application and production evidence are provided on separate days, the approval date is the later date.

When an application is to request AWP lock-in for modules, the LDP application is not approved for payment until the corresponding bales are identified. Interest is not payable for the period between AWP lock-in and submission of bale information.

# **Exception:** CCC may approve an application for a module lock-in or post-ginning LDP before classing data is presented if:

• classing data is not yet available

**Note:** Producer is required to submit classing data as soon as it is available from Agricultural Marketing Service.

- acceptable gin tag or warehouse receipts are submitted
- all producers sharing in the cotton have signed the application.

Note: If BI is questioned, follow subparagraph 72 A.--*

#### *--75 Module Lock-In and Post-Ginning LDP's (Continued)

#### **C** Returning Warehouse Receipts

If acceptable warehouse receipts are presented as production evidence and the producer requests that the receipts be returned the same day, the LSA shall only return warehouse receipts on the same day if all requirements are met, except providing classing data, and all of the following occur:

- the application is approved
- either:
  - a list of the warehouse receipts showing the same information as the receipts are presented with the warehouse receipts

**Note:** LSA shall verify that the information on the list matches the negotiable warehouse receipts.

- photocopies of the warehouse receipts can be obtained.
  - **Note:** If the photocopies are not made by the LSA, LSA shall verify that the photocopies represent the negotiable warehouse receipts presented.--*

#### 75 Module Lock-In and Post-Ginning LDP's (Continued)

#### D Policy for Module Lock-In LDP

Use CCC-633 EZ, page 3 to process LDP applications when the following 3 conditions are met:

- producers request to "lock-in" AWP
- producer's eligible cotton has been harvested
- the cotton has not been ginned.

Such requests lock-in the LDP payment rate for payments that will be disbursed after the cotton is ginned and bale information is provided. Procedures in subparagraph A apply. Lock-in requests will expire if bale information is not provided before the final date of availability (May 31). See 7-CN, paragraph 162.

Notes: Requests for LDP's based on a locked-in rate, once submitted, may not be canceled or revised by the producer. However, cotton for which the lock-in is provided, but LDP
 *--is not provided because AGI is eligible to be pledged for loan. Any initial AWP--* lock-in on CCC-633 EZ, page 3 does not apply to these loans.

If the modules or trailers:

- are divided among producers, give each producer on the farm an opportunity to choose to obtain a LDP
- are **not** divided, a joint LDP must be requested.

Interest is not payable for the period between the AWP lock-in and the presentation of production evidence (the list of bales corresponding to the module for which lock-in is provided).
## E Using CCC-633 EZ for Module lock-in and Post Ginning LDP

For module lock-in and post-ginning LDP requests, complete CCC-633 EZ, page 3 according to the following table.

Item	Instruction	
33	Enter the producer's name and address.	
34	Enter the last 4 digits of the applicant's SSN or tax ID.	
35	Enter the applicant's telephone/cell number.	
36	Enter the crop year of the commodity for which the LDP is requested.	
37	Applicant answers question by checking ( $$ ) either the "Yes" or "No" box.	
	<b>Note:</b> If the applicant answers "Yes", then the applicant uses the remarks section of the continuation page to explain the amount owed, the Federal agency owed, and terms of any repayment agreement.	
38	Applicant enters initials in box to the left of either "Irrevocable Module Lock-in" or "Irrevocable Post-Ginning".	
39	This item does not apply to either module lock-in or post-ginning LDP requests.	
40-42	If the request is for a module lock-in LDP, the applicant completes Part I as follows.	
	Item 40. Enter the gin code of the gin that supplied the module numbers and that will gin the cotton.	
	Item 41. Enter the type of storage unit, like module, rick, or trailer.	
	Item 42. Enter all gin-assigned numbers that are affixed to the storage unit to identify it with this LDP request.	
	<b>Note:</b> This part is not applicable to post-ginning LDP requests.	
43-45	Each producer or their POA with a share in the production on the application submitted must enter:	
	<ul> <li>their signature in Item 43</li> <li>their percent share of the quantity in Item 44</li> <li>the date of signature in Item 45.</li> </ul>	

Item	Instruction		
46-49	Item 46:	Enter the LDP number	
	Item 47:	Enter the file sequence number of all applicable bale files provided as production evidence	
	Item 48:	Enter the date the bale list or data file was received.	
	Item 49:	Enter the number of bales represented by each bale list or data file.	
50-56	Item 50:	CCC Representative enters signature.	
	Item 51:	Enter title of CCC Representative.	
	Item 52:	Check ( $$ ) box indicating approval or disapproval.	
	Item 53:	See subparagraph 74 B to establish the date a completed application was submitted.	
		Note: All LDP requests must be received before May 31.	
	Item 54:	Enter the applicable AWP on the date the request was submitted, for both the module lock-in and post-ginning LDP requests.	
	Item 55:	Enter the name/address of the LSA.	
	Item 56:	May be used to amend gin-direct LDP's or to explain "Yes" answer to Item 37.	

## E Using CCC-633 EZ for Module lock-in and Post Ginning LDP (Continued)

#### F Example CCC-633 EZ, Page 3

An example of CCC-633 EZ, page 3 is provided in subparagraph 74 K.--*

#### G Distributing CCC-633 EZ

Distribute the approved CCC-633 EZ as follows:

- file original in LDP folder
- provide 1 copy to each signing producer.

#### H Conducting Module Spotchecks Using CCC-Cotton AA-2

LSA shall:

- arrange for spotchecks:
  - on no less than 2.5 percent of the requests for a lock-in of the AWP and LDP rates on upland seed cotton

- each month based on the lock-in requests received that month
- record the spotcheck results using CCC-Cotton AA-2 according to the following table

Item	Instructions	
1	Enter LSA name.	
2	Enter State and county codes.	
3	Enter crop year.	
4	Enter farm number from CCC-633 EZ, page 3.	
5	Enter gin-assigned number of the storage module or trailer selected for spotcheck.	
6	Enter date of AWP lock-in from the corresponding CCC-633 EZ, page 3.	
7	Enter condition of the observed storage unit by entering either of the following:	
	• a checkmark ( $$ ) confirming the unginned cotton location at either farm or gin	
	• the date of ginning of the module or trailer of cotton.	
8 A-C	Signature and title of person performing the spotcheck and date.	

#### • retain CCC Cotton AA-2 indefinitely.--*

**Note:** The 2.5 percent is based on the number of requests and not the number of modules or storage units.

# I Completing CCC-Cotton AA-2

Complete CCC-Cotton AA-2 according to the following.

6. AWP Lock-in Date 10-02-2000	7. S	-131	3. CROP YEAR 2000 erved Storage Unit B. Date of Ginning
AWP Lock-in Date	37- 7. : A. Unginne (• Farm	-131 Status of Obs ed Cotton At /):	2000 erved Storage Unit
AWP Lock-in Date	A. Unginne (• Farm	ed Cotton At	
AWP Lock-in Date	(• Farm	/):	B. Date of Ginning
10-02-2000		Gin	
	1		
	+	<u> </u>	
I	1	C. DATE P	REPARED 10-24-00

#### A Policy

Effective for 2005 and subsequent-crop upland cotton, BI policy allows producers to apply for LDP benefits after BI is lost if the producer submitted CCC-633 EZ, page 1 **before** BI was lost on the cotton.

**Note:** This policy does not guarantee or provide LDP eligibility in all circumstances where BI was lost. CCC-633 EZ, page 1 must be submitted before BI was lost on a quantity.

LDP's requested for cotton for which BI has been lost shall be:

- submitted only on CCC-633 EZ, page 3
- calculated based on the rate effective on the date BI was lost
- supported by acceptable:
  - production evidence as used for other LDP applications, including:
    - bale gin code/gin tag
    - bale weight
  - evidence of the date BI was lost.

#### **B** Instructions for Lost **BI LDP** Applications

Producers submit applications for LDP's for cotton on which BI has been lost using **only** of CCC-633 EZ, page 3.

Complete CCC-633 EZ, page 3 for a lost BI LDP according to the following table.

Item	Instruction			
33	Enter the producer's name and address.			
34	Enter the last 4 digits of the applicant's SSN or tax ID.			
35	Enter the applicant's telephone/cell number.			
36	Enter the crop year of the commodity for which the LDP is requested.			
37	Applicant answers question by entering a check ( $$ ) in either the "Yes" or "No" box.			
	<b>Note:</b> If the applicant answers "Yes", then the applicant uses Item 56 to explain the amount owed, the Federal agency owed, and terms of any repayment agreement.			

## *--76 Lost BI LDP's (Continued)

Item	Instruction			
38	Applicant enters initials in box to the left of "Lost Beneficial Interest".			
39	This item is not applicable to lost BI LDP requests.			
40-42	This part	is not applicable to lost BI LDP requests.		
43-45	Each producer with a share in the production on the application submitted must enter:			
		• their signature in Item 43		
	• their percent share of the quantity in Item 44			
		te of signature in Item 45.		
46-49	Item 46:	Enter LDP number.		
	Item 47:	Enter file sequence number, if applicable, of all applicable bale files provided as production evidence.		
	Item 48:	Enter date the bale list or data file was received.		
	Item 49:	Enter number of bales represented by each bale list or data file.		
50-56	Item 50:	CCC Representative enters signature.		
	Item 51:	Enter title of CCC Representative.		
	Item 52:	Check ( $$ ) box indicating approval or disapproval.		
	Item 53:	See subparagraph 274 B to establish the date a completed application was submitted.		
		Note: All LDP requests must be received before May 31.		
	Item 54:	Enter the applicable AWP for the date BI was lost, as documented by sales invoices or other acceptable evidence.		
	Item 55:	Enter the name/address of the LSA.		
	Item 56:	May be used to amend gin-direct LDP's or to explain "Yes" answer to Item 37.		

## **B** Instructions of Lost **BI LDP** Applications (Continued)

## C Example CCC-633 EZ, Page 3

An example of CCC-633 EZ, page 3 is provided in subparagraph 74 K.--*

#### A Background

For LDP's, Cotton Board regulations provide a supplemental assessment of 0.5 of 1 percent (0.005) of the current value of upland cotton must be collected and transmitted to the Cotton Board.

## **B** Calculation Procedure

LDP R&P fees are calculated by multiplying the total LDP amount times 0.5 of 1 percent (0.005), and deducting it from the total LDP amount before reductions for PCF and PE.--*

## **C** LDP Producer Distribution Calculations

LSA's shall follow procedures in the following table to calculate LDP producer distribution amounts.

Factor	Calculation Instruction	Example
Gross LDP	Follow instructions in 21-CN, Part 4.	
R&P Fees	Multiply:	
	<ul> <li>gross LDP</li> <li>times 0.005.</li> <li>Round to 2 decimal places.</li> </ul>	\$1,250.00 <u>x .005</u> 6.2500 \$6.25
Denied	Follow instructions in 21-CN, Part 4. Total for all	52.50
Gains	bales covered by LDP.	
LSA Fee	Add:	
	<ul> <li>\$1 for the first 6 bales</li> <li>plus 10 cents for each bale over 6 (44 at \$0.10).</li> </ul>	\$1.00 <u>x 4.40</u> \$5.40
Amount to Producer	Subtract: • LDP amount • minus:	\$1,250.00
	<ul> <li>total of R&amp;P fees</li> <li>total of denied benefits</li> <li>LSA service fees.</li> </ul>	- 6.25 - 52.50 <u>- 5.40</u> \$1,185.85

#### 78, 79 (Withdrawn--Amend. 9)

## 80 (Withdrawn--Amend. 13)

81-91 (Reserved)

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#### 92 General Policies for Offsets and Assignments

#### A LSA Policies

The following offsets and assignment policies apply to LSA's.

- Offsets, when applicable, shall be collected for producers who obtain loans or LDP's through LSA's from loan and LDP funds.
- Assignments, when applicable, shall be collected for producers who obtain LDP's through LSA's from LDP funds.
- Producers through LSA's have the following options:
  - not obtain any loan and LDP on quantities with applicable offset or assignment
  - pay applicable offset or assignment on production included in loan and LDP activity.
- LSA's shall follow control County Office guidance in bankruptcy cases.

#### **B** Payment Date

The date of payment for offsets and assignments shall be the date LSA contacts the County Office to obtain payment information.

**Notes:** See subparagraph D for LSA payment priority order.

#### **C** Notifications

LSA's will receive notification that offsets and assignments are applicable:

- normally, through the CMA Process according to 1-CMA, Part 7
- in rare instances, through notifications from the State Office.--*

#### *--92 General Policies for Offsets and Assignments (Continued)

#### **D** LSA Payment Priority Order

When LSA producer has both offsets and assignments applicable, LSA's shall collect offsets first, and then assignments.

#### **E** State Office Notifications

State Offices are authorized to notify LSA's of large individual dollar amount offsets and assignments.

#### 93 Offset Actions for LSA's

#### A LSA Policies

The following policies in addition to those listed in paragraph 92 also apply to offsets through LSA's:

- no action is needed when the applicable producer does not obtain either loan or LDP funds through LSA
- when a lien has been filed for a producer with an offset, the lienholder has the right to refuse to grant a waiver. If the lienholder grants the waiver, proceed with processing the loan or LDP. If the lienholder does **not** grant the waiver, the producer is not eligible for loans or LDP's.--*

## *--93 Offset Actions for LSA's (Continued)

## **B** LSA Action

LSA's shall follow the procedures in the following table when offsets are applicable for a producer involved in a loan or LDP.

Step	Action			
1	When a joint operation record is received from the CMA process with "Y" in Field 67 for a component member, notify the joint operation's control County Office's State Office that record has been received. In notification, identify applicable joint operation, component members, and control County Offices.			
	<b>Notes:</b> The State Office has 30 calendar days to notify the applicable LSA when a payment to CCC is <b>not applicable</b> . See step 6 for additional instructions.			
	When the loan or LDP proceed is for a component member of a joint operation, the proceed amount is determined by multiplying the applicable component member's actual share (Field 16 from the CMA Process) times the joint operation's proceed amount.			
2	Contact control County Office to determine offset amount and applicable administrative County Offices no more than 3 workdays before obtaining loan or LDP proceeds.			
	<b>Note:</b> If control County Office does not receive payment within 8 workdays of this contact, it will reject the payment. When this happens, LSA's must contact the control County Office again to determine the exact amount due on the day producer obtained loan or LDP proceeds.			
3	LSA shall notify the control County Office of the date loan or LDP proceeds will be, or were, obtained for the producer within 2 workdays of the date of the proceed.			
	<b>Note:</b> This notification may be made at the time the inquiry in step 2 is made.			

## 93 Offset Actions for LSA's (Continued)

## *--B LSA Action (Continued)--*

Step		Action	
4	IF offset is	THEN issue a payment to	
	less than loan or LDP proceeds due producer	<ul> <li>CCC for producer to control County Office for offset according to step 5</li> </ul>	
		• producer for balance of proceeds due producer.	
	Equal to or greater than loan or LDP proceeds due producer	CCC for producer to control County Office for loan or LDP proceed amount according to step 5.	
5	<ul> <li>Issue payments to CCC.</li> <li>Attach a memorandum stating that the payment is an "Offset payment of \$ for (producer's name, ID number, and administrative County Office)".</li> </ul>		
	• Submit payment to control C	ounty Office.	
6	<ul> <li>When notified by State Office that payment to CCC is not applicable for a joint operation after payment was made:</li> <li>request refund from administrative County Office</li> <li>Note: A copy of State Office's notification must be included with the refund request.</li> </ul>		
	-	ithin 3 workdays of receiving payment from e.	

## *--94 Offset Actions for State and County Offices

## A Control County Office Actions

Control County Offices shall follow the procedures in the following table for LSA offsets.

Step	Action		
1	1 IF contacted by THEN record date		
	cotton LSA	Note: Contact must b	r was, obtained for producer. be within 2 workdays of the date of loan A must recontact County Office for
2	Determine County (	Offices where producer	has offsets and each applicable amount.
3	IF	THEN	••
	no offset exists	provide LSA written v	rerification that offset no longer applies.
	any offset exists	continue.	<u> </u>
4	1 *	ount, plus interest, throu	igh date in step 1 for each county.
5	<ul> <li>Inform the applicable LSA, within 2 workdays of LSA contact, of:</li> <li>offset amount, plus interest, for each offset and applicable County Office</li> <li>County Office order of repayments by ascending State and County Office number order</li> <li>how to handle cases involved in bankruptcies based on Regional Attorney instructions.</li> <li>Note: For multiple types of debts within a single county, County Offices shall follow the normal priority of payment procedures in 58-FI.</li> <li>IF offset payment is</li> </ul>		
U		SA within 8 workdays	<ul> <li>call and notify LSA that no payment was received</li> <li>provide LSA with an updated payment amount based on loan or LDP date.</li> </ul>
		within the appropriate	forward payment to administrative
l	time period		County Office.

#### *--94 Offset Actions for State and County Offices (Continued)

#### **B** Administrative County Office Action

Administrative County Offices shall follow procedures in the following table for LSA offsets.

Step	Action		
1	IF offset	THEN	
	payment is received from LSA	go to step 2.	
	refund is requested by LSA	go to step 6.	
2	Deposit payment according to 58-FI.		
3	Update producer's records to reflect offset payment received.		
4	Send LSA confirmation payment was received within 5 workdays of receiving		
	payment.		
5	Update producer's NAM's offset flag to indicate that no offset is owed when all		
	offset amounts have been paid.		
6	Issue a refund according to 1-FI within 3 workdays.		
	<b>Note:</b> Refund requests based on State Of must include a copy of the State C <b>not applicable.</b>	fice notification for component members, office's notification that a payment was	

#### C State Office Action

State Offices shall follow procedures in the following table for LSA offsets.

**Note:** If State Office is aware that payment has been made before notification in step 1 is received, State Office shall notify applicable LSA's that offsets are not applicable.

Step	Action			
1	Upon notification from LSA that they have received a joint operation record from			
	CMA process with a	CMA process with a "Y" in Field 67 for a component member, verify within 20		
	calendar days wheth	calendar days whether payments for the component member may be collected		
	through the joint operation, according to 58-FI.			
2	IF offsets may	THEN		
	be collected	no further action is required.		
	not be collected	immediately provide LSA a written notification that payments		
		may <b>not</b> be collected for the component member through the		
		joint operation.		

#### 95-100 (Reserved)

## A Occurrence

Assignments apply when a producer voluntarily requests that CCC issue LDP funds to another entity. Assignments **only** apply to producers obtaining LDP's.

#### **B** LSA Action

LSA's shall use the following procedures for producers with assignments who obtain LDP's.  $*_{--}$ 

Step		Action		
1	Contact applicable administrative County Office or access the FSA financial services web site, if authorized, no more than 3 workdays before disbursing LDP			
	proceeds to the producer to de	etermine amount of assignment and the assignee.		
2	IF assignment amount is	THEN issue a payment to		
	less than LDP amount due	• assignee for the assignment amount		
	producer	e e		
	<ul> <li>producer for balance of LDP proceeds due the</li> </ul>			
		producer.		
	equal to or greater than	assignee.		
	amount of LDP due			
	producer			
3	Immediately submit a memo b	by mail or e-mail to the administrative County Office		
	stating, "Assignment payment of \$ for (producer's name, address, and			
	<b>ID number</b> ) and crop year	_," has been made. If the assignment is farm number		
	specific, add the FSN. Also in	nclude the assignee's name, address, and ID number.		

## 101 LSA Assignments (Continued)

## C Administrative County Office Action

Administrative County Offices shall use the following procedures for assignments. *--

Step		Action	
1	IF assignment	THEN	
	still applies continue.		
	has already been collected	• provide LSA written verification that the assignment no longer applies and advise the LSA to notify the applicable financial institution	
		• stop process.	
2	Update producer's r	ecords to reflect assignment payment was made.	
3	Send LSA confirma	tion that the memo was received within 5 workdays.	

## **Reports, Forms, Abbreviations, and Redelegations of Authority**

## Reports

None

## Forms

This table lists all forms referenced in this handbook.

		Display	
Number	Title	Reference	Reference
CCC-10	Representations for Commodity Credit	23.5	18, 23, 36
	Corporation or Farm Service Agency Loans		
	and Authorization to File a Financing		
	Statement and Related Documents		
CCC-500	Loan Repayment Receipt		51
CCC-601	Commodity Credit Corporation Note and		15, 18, 38, 39
	Security Agreement Terms and Conditions		
CCC-605	Designation of Agent - Cotton	27	Text
CCC-605-1	Designation of Agent - Cotton (Continuation	27	18, 24, 26
	Sheet to Form CCC-605)		
CCC-605-2	Designation of Subsequent Agent - Cotton	27	18, 24-26
CCC-633 EZ	Loan Deficiency Payment (LDP) Agreement	72.5, 74	21, Part 5
	and Request		
CCC-674	Certification for Contracts, Grants, Loans and	29	36
	Cooperative Agreements		
CCC-679	Lien Waiver	23	18, 36
CCC-686	Application for Loan or Loan Deficiency	22	
	Payment by Heirs (On a Commodity		
	Produced by a Person Who Has Died)		
CCC-709 <u>1</u> /	Direct Loan Deficiency Payment Agreement		71
CCC-719	ACRS Transaction Report		3, 12, 15, 18,
			54

 $\underline{1}$ / This form is obsolete.

## Reports, Forms, Abbreviations, and Redelegations of Authority (Continued)

## Forms (Continued)

Number	Title	Display Reference	Reference
CCC-846-1A	Recertification of Status for Approved Loan	13	19.5
	Servicing Agents or Designated Marketing		
	Associations		
CCC-912	Agreement of Authorized Loan Servicing		10, 11, 12
	Agent		
CCC-Cotton A	Cotton Producer's Note and Security	38	Text
	Agreement		
CCC-Cotton A	CCC-Cotton A Continuation Sheet	39	17, 18, 38
Continuation			
CCC-Cotton A-1	Schedule of Pledged Cotton	40	15, 17, 18,
			36
CCC Cotton A-5	Statement of Eligibility and Information	37	18, 36, 38,
	Worksheet		54
CCC-Cotton AA 1/	Upland Cotton Producer's Loan Deficiency		15, 18, 71
_	Payment Application and Certification		
CCC-Cotton AA-1	Schedule of LDP for Upland Cotton		17, 18
CCC Cotton AA-2	Spotcheck of Upland Cotton Subject to	75	75
	AWP Lock-in		
FSA-211	Power of Attorney	20	Text
FSA-211A	Power of Attorney Signature Continuation	20	Part 5
	Sheet		
SF-LLL	Disclosure of Lobbying Activities	29	36

 $\underline{1}$ / This form is obsolete.

## Reports, Forms, Abbreviations, and Redelegations of Authority (Continued)

## Abbreviations

Approved Abbreviation	Term	Reference
ACRS	automated cotton reporting system	Text
ADC	Application Development Center	54
AWP	adjusted world price	15.5, 52, Part 5
BI	beneficial interest	28, 72.5, 73.5. 74, 75, 76
CCA	coarse count adjustment	15.5, 52, 80
ССВ	Cotton Commercial Bank	Text
CCC	Commodity Credit Corporation	Text
CCR	Centralized Cotton Redemption	27, 37
COC	County Committee	21, 22, 80
CFR	Code of Federal Regulations	Text
CLG	Commodity Loan Group	54
CLIG	Commodity Loans and Inventory Group	
COPS	Cotton On-line Processing System	53, 54
DAFP	Deputy Administrator for Farm Programs	2
EDS	Electronic Data Systems Corporation	55
ELS	extra-long staple	Text
e.t.	eastern time	72
EWR	electronic warehouse receipt	Text
FAX	facsimile transmission	Text
FCMO	Fund and Commodity Management Office	54
FLP	Farm Loan Program	2, 11
FMD	Financial Management Division	2, 11
FmHA	Farmers Home Administration	23
FSA	Farm Service Agency	Text
FSC	Financial Services Center	54

This table lists all abbreviations used in this handbook.

#### Reports, Forms, Abbreviations, and Redelegations of Authority (Continued)

#### Approved Abbreviation Term Reference ID identification number 38, 39, 52 IRS Internal Revenue Service 52 KCAO Kansas City Administrative Office 54 KCCO Kansas City Commodity Office 3, 40, 54 **KC-ITSTO** Kansas City ITS Technical Office 2 LDP loan deficiency payment Text LSA Authorized Loan Servicing Agent Text NALR national average loan rate 52, 79 National information Technology Center NITC 54 NRCS Natural Resources Conservation Service 21 PCF percent of cropland factor 77 77 PE permitted entity PLM payment limitation 1 Power of Attorney 37, 75, 78, 80 POA Price Support and Commodity Applications PSCAO 54 Office PSD Price Support Division Text R&P research and promotion 19, 36, 38, 40, 77, 79 74, 75, 76 SSN Social Security number United States Department of Agriculture USDA 11, 12, 21, 23

#### **Abbreviations (Continued)**

#### **Redelegations of Authority**

None

#### **Definitions of Terms Used in This Handbook**

#### Authorized Loan Servicing Agent (LSA)

<u>Authorized LSA</u> is an entity approved by CCC to act as its agent in providing service to producers for CCC-Cotton A loans under the CCC Cotton Loan Program according to CCC-912.

#### **Cotton Board**

<u>Cotton Board</u> is the board authorized under the Cotton Research and Promotion Act (80 Stat. 297) to collect the research and promotion fee assessed on upland cotton.

#### **Cotton Commercial Bank (CCB)**

<u>CCB</u> is a bank under contract to CCC that serves as CCC's agent for handling and servicing CCC cotton loans, redemptions, and other transactions.

#### *--Date Documents Provided

Date documents provided is the later of the following dates:

• the date of receipt from the producer of any paper documents necessary to complete the loan, such as a lien waiver

Note: The date by which a lien search conducted is not applicable to this item.

- the date CCC was made holder of EWR's
- if applicable, the date paper warehouse receipts were delivered to LSA.--*

#### **Definitions of Terms Used in This Handbook (Continued)**

#### **Electronic Warehouse Receipt (EWR) Provider**

<u>EWR provider</u> is an entity that has entered into an "Farm Service Agency Provider Agreement to Electronically File and Maintain Cotton Warehouse Receipts".

#### **Gin Direct**

<u>Gin direct</u> is cotton under a contract that specifies that the control of the cotton is transferred immediately to the buyer or mill after the cotton is removed from the gin box. Producers who have these contracts and do not receive an advance payment are eligible for LDP's according to 7-CN, Part 5.

#### **Individual Card Warehouse Receipt**

<u>Individual card warehouse receipt</u> is a negotiable machine card-type cotton warehouse receipt according to 7-CN, Part 5, Section 2.

#### **Primary Owners**

<u>Primary owners</u> are those entities owning more than 10 percent of LSA.

#### **Program Services**

<u>Program services</u> are those services LSA's are authorized to provide for CCC to producers under CCC-912 with CCC.

## CCC-912, Agreement of Authorized Loan Servicing Agent

The following is an example of CCC-912.

	rm is available electronically. 912	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation
(09-30-0	18)	
	AGREEMEN	NT OF AUTHORIZED LOAN SERVICING AGENT
1. Date	of Agreement (Day, Month, Year)	2. Name of Authorized Loan Servicing Agent
Note:	mandated by the Paperwork Reduction Ac	formation is Pub. L. 110-246. This authority allows for the collection of information without prior OMB approval st of 1995. The time required to complete this information collection is estimated to average 30 minutes per response, s, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the
	form is the Agricultural Act of 1949, as ame Charter Act, as amended, and regulations status. No further monies or other benefits (7 CFR Part 1427.19) This information may	ordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the information to be supplied on this ended, the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246), and the Commodity Credit Corporation (7 CFR Part 1425 and 7 CFR Part 1427). The information will be used to evaluate if the applicant is eligible for LSA s may be paid out under this program unless this form is completed and filed as required by existing law and regulation tybe furnished to any agency responsible for enforcing the provisions of this program. <b>RETURN COMPLETED FORM</b> DIVISION, USDA, FSA, STOP 0512 WASHINGTON, D.C. 20013.
		date indicated above by and between the Commodity Credit Corporation (hereafter zed loan servicing agent indicated above (hereafter referred to as "LSA").
involv		rson or firm to act as agent for CCC in performing certain administrative functions ficiency payments (LDP's) available to cotton producers through Form A cotton n loan and LDP program.
	e desire of the person or firm na loan and LDP program.	amed above to be approved by CCC to render service to producers under the CCC
	CC Cotton Loan Program Regul ses shall execute and file a writte	lations provide that a person or firm which desires to act as Agent of CCC for these en agreement with CCC.
	, THEREFORE, in consideration as follows:	on of the premises and other considerations contained herein, the parties hereto
ref the	ferred to as the "LSA") as a loan e making and servicing of CCC	this Agreement, CCC hereby appoints the person or firm named above (hereinafter a servicing agent for CCC for the purpose of performing certain services requisite to cotton loans and LDP's to eligible producers of eligible cotton in accordance with a carried out by CCC. The LSA may act as CCC's agent for the following purposes:
(a)	preparing and executing CCC	C cotton loan and LDP documents;
(b)	disbursing CCC cotton loan a	and LDP proceeds to individual producers;
(c)	receiving funds from the cott documents presented to the C	ton commercial bank (CCB) for the loan or LDP amount shown on the loan CCB;
	preparing and executing docu	iments for loan repayments;
(d)	collecting repayment funds fro	om producers and transmitting such funds to CCC through the CCB;
(d) (e)	handling documents involved	in a claim for loss or damage of loan cotton by CCC or the producer;
	nandring documents involved	
(c)		dvising the CCB to render forfeited collateral to CCC; and
(e) (f)	transmitting documents and ad	dvising the CCB to render forfeited collateral to CCC; and o CCC as may be prescribed by CCC.

<ul> <li>and notices published in the Federal Register, applicable cotton handbooks and any amendments thereto, and notices or instructions issued by the Deputy Administrator, Farm Programs.</li> <li>(b) make and service CCC cotton loans and LDPs, as provided in section 1, only upon the presentation of warehouse receipts, unless otherwise provided by CCC, and class information by an eligible producer to the LSA;</li> <li>(c) become familiar with the cotton program for each crop of cotton as set forth in the applicable regulations, notices published in the Federal Register, Farm Service Agency (FSA) Cotton Loans Handbook, forms, and other instructions issued relating to the cotton loan and LDP program;</li> <li>(d) before executing documents for the purpose of making a CCC cotton loan or LDP to any producer, determine to the best of the LSA's knowledge and belief that the producer requesting a CCC cotton loan or LDP through the service provided by the LSA is an eligible cotton producer (a defined in the applicable commodity program regulations);</li> <li>(e) make a lien search prior to the disbursement of a CCC cotton loan and determine that the cotton to be pledget to CCC as security for a CCC cotton loan is free and clear of all liens except for those liens authorized by CC in the warehouseman's storage agreement with CCC. I liens are discovered, other than the liens authorized in the warehouseman's storage agreement with CCC. a lien waiver is required from lienholders before the loan proceeds are disbursed;</li> <li>(f) advise each producer for whom the LSA executes loan or LDP documents that the producer should retain the producer's copy of the loan or LDP documents for the producer's records; and</li> <li>(g) before executing and presenting loan or LDP documents to the CCB, provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, CCC shall:</li></ul>	CCC-912	2 (09-30-08) Page 2 of
<ul> <li>and notices published in the Federal Register, applicable cotton handbooks and any amendments thereto, and notices or instructions issued by the Deputy Administrator, Farm Programs.</li> <li>(b) make and service CCC cotton loans and LDPs, as provided in section 1, only upon the presentation of warehouse receipts, unless otherwise provided by CCC, and class information by an eligible producer to the LSA;</li> <li>(c) become familiar with the cotton program for each erop of cotton as set forth in the applicable regulations, notices published in the Federal Register, Farm Service Agency (FSA) Cotton Loans Handbook, forms, and other instructions issued relating to the cotton loan and LDP program;</li> <li>(d) before executing documents for the purpose of making a CCC cotton loan or LDP to any producer, determine to the best of the LSA's knowledge and belief that the producer (as defined in the applicable commodity program regulations) and that the cotton is eligible cotton producer (as defined in the applicable commodity program regulations) and that the cotton is eligible cotton loan and LDP or any producer, determine to the best of the LSA's knowledge and belief that the group and determine that the cotton to be pledged to CCC as security for a CCC cotton loan is free and clear of all lines except for those lines authorized by CC in the warchouseman's storage agreement with CCC. If liens are discovered, other than the liens authorized by CC in the warchouseman's storage agreement with CCC a lien waiver is required from lienholders before the loan proceeds are disbursed;</li> <li>(f) advise each producer for whom the LSA executes loan or LDP documents that the producer should retain the producer's copy of the loan or LDP documents to the CCB, provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, SA, CCC shall:</li> <li>(a) determine whether</li></ul>	2. In per	forming the services enumerated in section 1, the LSA shall:
<ul> <li>warehouse receipts, unless otherwise provided by CCC, and class information by an eligible producer to the LSA;</li> <li>(c) become familiar with the cotton program for each erop of cotton as set forth in the applicable regulations, notices published in the Federal Register, Farm Service Agency (FSA) Cotton Loans Handbook, forms, and other instructions issued relating to the cotton loan and LDP program;</li> <li>(d) before executing documents for the purpose of making a CCC cotton loan or LDP to any producer, determine to the best of the LSA's knowledge and belief that the producer requesting a CCC cotton loan or LDP through the service provided by the LSA is an eligible cotton (as defined in the applicable commodity program regulations) and that the cotton is eligible cotton (as defined in the applicable commodity program regulations);</li> <li>(c) make a lien search prior to the disbursement of a CCC cotton loan and determine that the cotton to be pledged to CCC as security for a CCC cotton loan is free and clear of all liens except for those liens authorized by CCC in the warehouseman's storage agreement with CCC, a lien waiver is required from lienholders before the loan proceeds are disbursed;</li> <li>(f) advise each producer for whom the LSA executes loan or LDP documents that the producer should retain the producer's copy of the loan or LDP documents for the producer's records; and</li> <li>(g) before executing and presenting loan or LDP documents to the CCB provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, cCC shall:</li> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer requesting loans or LDP's through the service provided by the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LSA is notified at any time that</li></ul>	(a)	and notices published in the Federal Register, applicable cotton handbooks and any amendments thereto, and
<ul> <li>notices published in the Federal Register, Farm Service Agency (FSA) Cotton Loans Handbook, forms, and other instructions issued relating to the cotton loan and LDP program;</li> <li>(d) before executing documents for the purpose of making a CCC cotton loan or LDP to any producer, determine to the best of the LSA's knowledge and belief that the producer requesting a CCC cotton loan or LDP through the service provided by the LSA is an eligible cotton (as defined in the applicable commodity program regulations) and that the cotton is eligible cotton (as defined in the applicable commodity program regulations);</li> <li>(e) make a lien search prior to the disbursement of a CCC cotton loan and determine that the cotton to be pledged to CCC as security for a CCC cotton loan is free and clear of all liens except for those liens authorized by CC in the warehouseman's storage agreement with CCC, If liens are discovered, other than the liens authorized in the warehouseman's storage agreement with CCC, a lien waiver is required from lienholders before the loan proceeds are disbursed;</li> <li>(f) advise each producer for whom the LSA executes loan or LDP documents that the producer should retain the producer's copy of the loan or LDP documents for the producer's records; and</li> <li>(g) before executing and presenting loan or LDP documents to the CCB, provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, coc shall:</li> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LSA shall:</li> <li>(a) contact CCC for the amount th</li></ul>	(b)	warehouse receipts, unless otherwise provided by CCC, and class information by an eligible producer to the
<ul> <li>to the best of the LSA's knowledge and belief that the producer requesting a CCC cotton loan or LDP through the service provided by the LSA is an eligible cotton producer (as defined in the applicable commodity program regulations);</li> <li>(c) make a lien search prior to the disbursement of a CCC cotton loan and determine that the cotton to be pledged to CCC as security for a CCC cotton loan is free and clear of all liens except for those liens authorized by CC in the warehouseman's storage agreement with CCC. If liens are discovered, other than the liens authorized in the warehouseman's storage agreement with CCC, a lien waiver is required from lienholders before the loan proceeds are disbursed;</li> <li>(f) advise each producer for whom the LSA executes loan or LDP documents that the producer should retain the producer's copy of the loan or LDP documents to the CCB, provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, cCC shall: <ul> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> </ul> </li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LSA is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall: <ul> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul> </li> </ul>	(c)	notices published in the Federal Register, Farm Service Agency (FSA) Cotton Loans Handbook, forms, and
<ul> <li>to CCC as security for a CCC cotton loan is free and clear of all liens except for those liens authorized by CC in the warehouseman's storage agreement with CCC. If liens are discovered, other than the liens authorized in the warehouseman's storage agreement with CCC, a lien waiver is required from lienholders before the loan proceeds are disbursed;</li> <li>(f) advise each producer for whom the LSA executes loan or LDP documents that the producer should retain the producer's copy of the loan or LDP documents for the producer's records; and</li> <li>(g) before executing and presenting loan or LDP documents to the CCB, provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, CCC shall: <ul> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> </ul> </li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LSA is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall: <ul> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul> </li> </ul>	(d)	program regulations) and that the cotton is eligible cotton (as defined in the applicable commodity program
<ul> <li>producer's copy of the loan or LDP documents for the producer's records; and</li> <li>(g) before executing and presenting loan or LDP documents to the CCB, provide to the CCB the signatures of those persons who were approved by CCC to sign as the LSA.</li> <li>3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, CCC shall: <ul> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> </ul> </li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LSA is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall: <ul> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul> </li> </ul>	(c)	to CCC as security for a CCC cotton loan is free and clear of all liens except for those liens authorized by CCC in the warehouseman's storage agreement with CCC. If liens are discovered, other than the liens authorized in the warehouseman's storage agreement with CCC, a lien waiver is required from lienholders before the loan
<ul> <li>those persons who were approved by CCC to sign as the LSA.</li> <li>Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, CCC shall: <ul> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> </ul> </li> <li>If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LS. is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall: <ul> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul> </li> </ul>	(f)	
<ul> <li>LSA, CCC shall:</li> <li>(a) determine whether the producer is an eligible producer;</li> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LS. is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall:</li> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul>	(g)	
<ul> <li>(b) determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.</li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LS. is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall: <ul> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul> </li> </ul>		
<ul> <li>make debt information from the FSA debt register available to the LSA.</li> <li>4. If the LSA is notified at any time that a producer requesting loans or LDP's through the service provided by the LS. is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall: <ul> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul> </li> </ul>	(a)	determine whether the producer is an eligible producer;
<ul> <li>is indebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the LSA shall:</li> <li>(a) contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and</li> <li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li> </ul>	(b)	determine whether the producer has complied with the applicable loans and LDP eligibility requirements; and make debt information from the FSA debt register available to the LSA.
<ul><li>disbursement of such proceeds; and</li><li>(b) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed</li></ul>	is ir	ndebted to CCC or is otherwise subject to setoff by CCC in accordance with the setoff regulations of CCC, the
	(a)	contact CCC for the amount that is owed to CCC and is to be setoff from the loan or LDP proceeds prior to the disbursement of such proceeds; and
	(b)	

CCC 5.	C-912 (09-30-08) (a) The LSA may charge the producer requesting a CCC cotton loan or LDP through the service provided by the LSA a fee for preparation of loan or LDP documents and for servicing the loan, at a rate determined by CCC. Fees shall be deducted from the loan or LDP amount received by the LSA from CCC before distribution to the producer.
	(b) Any fees charged by the LSA for making and servicing loans or LDP's shall be assessed at the same rate for each producer requesting a CCC cotton loan or LDP through the service provided by the LSA.
6.	If the LSA is designated by a producer to be the producer's agent for the purpose of executing loan or LDP documents in order to obtain LDP's or Form A cotton loans or repaying such loans on behalf of the producer, the LSA will not sign as a witness on a cotton Form A or applicable Cotton AA which the LSA has signed as either the agent for the producer or as agent for the producer's spouse.
7.	If the LSA is designated by a producer to be the producer's agent for the purpose of executing documents to obtain a Form A cotton loan, repaying such loans on behalf of the producer, marketing the producer's cotton, or obtaining LDP, the LSA shall:
	<ul> <li>(a) disclose to CCC all facts which the LSA knows or should know would reasonably affect the judgment of CCC in permitting the LSA to act as agent for both CCC and the producer;</li> </ul>
	(b) include the following language (or equivalent language approved by CCC) in any agency agreement entered into between the LSA and a producer:
	""[ <u>The producer</u> ] hereby acknowledges that [ <u>the LSA</u> ] is an agent of the Commodity Credit Corporation for the purpose of performing certain services requisite to the making and servicing of Commodity Credit Corporation cotton loans and LDP's to eligible producers of eligible cotton and agrees to permit [ <u>the LSA</u> ] to act as agent for both [ <u>the producer</u> ] and the Commodity Credit Corporation. [ <u>The LSA</u> ] shall disclose to [ <u>the producer</u> ] all facts which [ <u>the LSA</u> ] knows or should know would reasonably affect the judgement of [ <u>the producer</u> ] in permitting [ <u>the LSA</u> ] to act as agent for both [ <u>the producer</u> ] and the Commodity Credit Corporation"; and
	(c) submit for CCC's approval any such agency agreement entered into between the LSA and producer.
8.	The LSA will not pool the producer's cotton for the purpose of obtaining loans or LDP's from CCC and will not pool the proceeds obtained from loans or LDP's made by CCC or make settlement of loan proceeds with producers on a pool basis.
9.	The LSA will not adopt any scheme or device to circumvent the purpose of the applicable commodity program regulations, the regulation governing LSA's, or this agreement.
10.	Any charge for marketing services performed by the LSA for a producer requesting CCC cotton loans or LDP's through the service provided by the LSA shall be established by the producer and the LSA prior to execution of a marketing agreement and power of attorney. Any such charge will be assessed at the same rate for all producers for which the LSA performs marketing services.
11.	The LSA shall not discriminate against any person because of race, color, religion, sex, national origin, marital status, national origin, physical disability, mental disability, or age in conducting activities in accordance with this agreement.
12.	The services of the LSA shall be made available to all eligible producers whether or not such producers have granted the LSA a power of attorney or have designated the LSA as the producer's agent for the purpose of: (a) executing loan documents to obtain Form A cotton loans, or LDP's
	(b) repaying such loans on behalf of the producer, or
	(c) marketing the producer's cotton.

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3.	(a)	The LSA shall furnish security to CCC in order to guarantee performance. The security shall be either:
		(1) a certified or cashier's check payable to CCC;
		(2) an irrevocable commercial letter of credit in the form approved by CCC; or
		(3) a bond conditioned on the LSA fully discharging all of its obligations under this agreement.
		The amount of the financial security shall be equal to an amount, as determined by CCC, by which the number of bales of cotton to be handled by the LSA under this Agreement multiplied by \$10 exceeds the LSA's net worth. In lieu of the foregoing, CCC may at its discretion, accept such other form of security as CCC may deem appropriate.
	(b)	The LSA is liable to CCC for any losses incurred by CCC as a result of the LSA's failure to discharge all of its obligations under this agreement. Payment in the amount of such losses shall be made to CCC first, from the financial security furnished by LSA, and second, by the LSA if the amount of the loss exceeds the amount of the financial security.
4.		LSA shall maintain, for a period not less than six (6) years following loan closure (repayment or forfeiture) or current and complete records with respect to executed loan and LDP documents required by this agreement.
.5.	the a norm by C	LSA shall permit CCC or its representatives to examine the books, loan records, papers, and accounts relating to etivities of the LSA in connection with the making and servicing of CCC cotton loans or LDP's any time during al business hours. Examination and inspections made by CCC or by a Federal, State, or other body authorized CC shall, however, in no way relieve the LSA of its obligations under the terms and conditions of this ement.
6.	avai	nformation collected or acquired by the LSA in its capacity as agent of CCC shall be released, supplied, or made lable, without prior approval of CCC, to any person other than CCC or the person who supplied such mation.
7.	(a)	An LSA shall, upon the request of CCC or its representatives, furnish a current financial statement prepared in accordance with generally accepted accounting principles and including the items listed below:
		(1) balance sheet;
		(2) income statement (profit and loss statement);
		(3) cash flow statement; and
		(4) statement of retained earnings.
	(b)	Each financial statement shall be accompanied by a report of audit or review conducted by an independent Certified Public Accountant in accordance with standards established by the American Institute of Certified Public Accountants. The accountant's report of audit or review shall include the accountant's certifications, assurances, opinions, comments and notes with respect to such financial statements.

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8.	loan s				t CCC in connection with a not in accordance with the	
9.	(a)	This agreemen	t may be terminated by	y either party at any	time upon 30 days notice t	o the other party.
	(b)		ninate this Agreement with terms and condition		0 days notice if CCC deten nt.	nines that the LSA has
	(c)				t prejudice to any rights of a to meet the terms and condi	
	(d)		ds a notice of terminat ease the execution of lo		ives a notice of termination ents.	from CCC, the LSA shall
0.	comm provis	issioner, shall be ion does not app	e admitted to any share bly to this agreement to	or part of this agree the extent that this	ber or Delegate to Congress sement or to any benefit aris s agreement is made with su poration for its general bene	ing from it. However, this ch persons in their
	IT IS Agree	FURTHER AG	REED that this Agree	ement does not rend ution by CCC and v	ler the LSA a Federal emplo vill remain in effect until te	oyee. It is agreed that this rminated.
	IN W	ITNESS WHEF	REOF, the parties have	e caused this Agree	ment to be executed on the	date set forth above.
					COMMODITY CREDIT	CORPORATION
ttes	st: (a)		Date (b)	By (c)		Date (d)
		(Signature)			(Signature of Contracting Officer)	
ttes	st: <i>(e)</i>	(Signature)	Date (f)	By (g)	(Signature of Authorized Loan Servicing Agent)	_ Date (h)

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The following is an example of CCC-601.

(04-07-10	
	COMMODITY CREDIT CORPORATION NOTE AND SECURITY AGREEMENT TERMS AND CONDITIONS
1. GE	NERAL.
(a)	Definitions. The following definitions shall apply to this form, CCC-601, and any appendix thereto.
	"Amount Due" means that amount of the loan due CCC on the maturity date which is (A) the sum of: (1) the total loan amount; (2) any applicable charges; as determined by CCC and applicable interest as provided in the definitions found in thi agreement, or (B) at CCC's discretion, an amount that is less than the sum of the amount of the loan principal plus charges and applicable interest.
	"CCC" means the Commodity Credit Corporation.
	"Classification" means the measurement results provided by the Agricultural Marketing Service of color grade, leaf, staple length, uniformity, extraneous matter and micronaire, and for upland cotton, strength.
	"Collateral" means the kind, class, type, and quantity of the commodity which has been pledged by the producer as collateral for the satisfaction of the loan as identified in the Note. The collateral consists of (A) with respect to farm-stored loans, the entire quantity of the commodity which is stored as identified in the Note and any authorized replacement of such quantity; or (B) with respect to warehouse-stored loans, the commodity represented by the warehouse receipts identified in the Note and any required supporting documents.
	"Interest" means for a CCC commodity loan disbursed by a U.S. Treasury issued check or by EFT, an amount calculated when repaid on a daily basis from the date of disbursement to, but not including, the second day before the date of repayment (7 CFR Part 1405).
	"Loan Service Fee" means the service fee deducted at loan disbursement and is calculated as follows: (A) for wheat, feed grains, oilseeds, lentils, dry peas, chick peas, wool, mohair, peanuts, rice, and seed cotton, the smaller of $\frac{1}{2}$ of 1 percent (.005) times the gross loan amount or \$45 per loan plus \$3 for each storage structure, warehouse receipt, rick or module, as applicable, over 1; (B) for ginned cotton, the smaller of $\frac{1}{2}$ of 1 percent (.005) times the gross loan amount or \$7.50 per loan plus 90 cents for each bale; (C) for sugar, \$60 per loan; and (D) for distress loans, \$45 per loan.
	"Note" means any CCC Note and Security Agreement which by reference incorporates this form.
	"Regulations" means the regulations in Title 7 of the Code of Federal Regulations which are applicable to the crop of the commodity described in the Note.
	"Schedules of Premiums and Discounts" means the premiums and discounts established by CCC which are applicable to the grade or classification of the commodity as determined from the grading factors reflected on a: (A) warehouse receipt; (B) Federal Grain Inspection Service official grading certificate; (C) Agricultural Marketing Service Classification; or (D) Core test report from a CCC-approved testing facility. These premiums and discounts shall be used in the settlement of nonrecourse loan if the producer does not repay the loan as required by the program regulations. Copies of the schedules of premiums and discounts are available in State or county Farm Service Agency offices.
	"Total Loan Amount" means the amount so identified in the Note.
	All other words and phrases shall have the meanings assigned to them in the regulations found at 7 CFR Parts 718, 1400, 1403, 1405, 1421, 1425, 1427, 1434 and 1435.
(b)	Joint and Several Liability. Each producer signing the Note is jointly and severally liable for payment of the amount due. If a producer has granted another person the authority to act on behalf of the producer with respect to any, or all, of the provisions of this note, if the actions of such other person result in loss or damage to CCC, the producer and such person shall be jointly and severally liable for payment to reimburse CCC for each losses or damages.

The following is an example of CCC-601.

*--This form is available electronically. See Page 7 for Privacy Act and Paperwork Reduction Act Statements. CCC-601 U.S. DEPARTMENT OF AGRICULTURE (10-30-13) Commodity Credit Corporation COMMODITY CREDIT CORPORATION NOTE AND SECURITY AGREEMENT TERMS AND CONDITIONS NOTE: Marketing Assistance Loans and Commodity Loans may be reduced by a specified percentage due to a sequester order required by Congress and issued pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985, as amended by the Budget Control Act of 2011. Should a reduction be required, the total loan amount shall be reduced by the required sequestration reduction. 1. GENERAL. (a) Definitions. The following definitions shall apply to this form, CCC-601, and any appendix thereto. "Amount Due" means that amount of the loan due CCC on the maturity date which is (A) the sum of: (1) the total loan amount; (2) any applicable charges; as determined by CCC and applicable interest as provided in the definitions found in this agreement, or (B) at CCC's discretion, an amount that is less than the sum of the amount of the loan principal plus charges and applicable interest. "CCC" means the Commodity Credit Corporation. "Classification" means the measurement results provided by the Agricultural Marketing Service of color grade, leaf, staple length, uniformity, extraneous matter and micronaire, and for upland cotton, strength. "Collateral" means the kind, class, type, and quantity of the commodity which has been pledged by the producer as collateral for the satisfaction of the loan as identified in the Note. The collateral consists of (A) with respect to farm-stored loans, the entire quantity of the commodity which is stored as identified in the Note and any authorized replacement of such quantity; or (B) with respect to warehouse-stored loans, the commodity represented by the warehouse receipts identified in the Note and any required supporting documents. "Interest" means for a CCC commodity loan disbursed by a U.S. Treasury issued check or by EFT, an amount calculated when repaid on a daily basis from the date of disbursement to, but not including, the second day before the date of repayment (7 CFR Part 1405). "Loan Service Fee" means the service fee deducted at loan disbursement and is calculated as follows: (A) for wheat, feed grains, oilseeds, lentils, dry peas, chick peas, wool, mohair, peanuts, rice, and seed cotton, the smaller of 1/2 of 1 percent (.005) times the gross loan amount or \$45 per loan plus \$3 for each storage structure, warehouse receipt, rick or module, as applicable, over 1; (B) for ginned cotton, the smaller of ½ of 1 percent (.005) times the gross loan amount or \$7.50 per loan plus 90 cents for each bale; (C) for sugar, \$60 per loan; and (D) for distress loans, \$45 per loan. "Note" means any CCC Note and Security Agreement which by reference incorporates this form. "Reduced Loan Amount" means the total loan principal amount after any sequestration reduction. "Regulations" means the regulations in Title 7 of the Code of Federal Regulations which are applicable to the crop of the commodity described in the Note. "Schedules of Premiums and Discounts" means the premiums and discounts established by CCC which are applicable to the grade or classification of the commodity as determined from the grading factors reflected on a: (A) warehouse receipt; (B) Federal Grain Inspection Service official grading certificate; (C) Agricultural Marketing Service Classification; or (D) Core test report from a CCC-approved testing facility. These premiums and discounts shall be used in the settlement of a nonrecourse loan if the producer does not repay the loan as required by the program regulations. Copies of the schedules of premiums and discounts are available in State or county Farm Service Agency offices. "Sequestration Reduction Rate" means the reduction rate required by the Budget Control Act of 2011, and applicable to specified programs to reduce government spending.

## (Par. 15, 38) CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions (Continued)

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		"Total Disbursement Amount" means the disbursement amount after the sequestration reduction, service fees, applicable commodity assessment, and other fees are subtracted. This amount includes any offsets paid to others on the producer's
		commonly assessment, and other fees are subtracted. This amount includes any offsets paid to others on the producer's behalf by CCC.
		"Total Loan Amount" means the amount so identified in the Note, and is the applicable statutory loan rate for the specified commodity at the storage location identified, including those premiums and discounts applicable at loan making, times the loan quantity.
		All other words and phrases shall have the meanings assigned to them in the regulations found at 7 CFR Parts 718, 1400, 1403, 1405, 1421, 1425, 1427, 1434 and 1435.
	(b)	Joint and Several Liability. Each producer signing the Note is jointly and severally liable for payment of the amount due. If a producer has granted another person the authority to act on behalf of the producer with respect to any, or all, of the provisions of this note, if the actions of such other person result in loss or damage to CCC, the producer and such person shall be jointly and severally liable for payment to reimburse CCC for each losses or damages.
	(c)	<b>Notification</b> . Several of the terms and conditions of the Note require the producer to notify CCC of actions to be taken by the producer. Any such notification must be made by notifying a representative of CCC at the Farm Service Agency county office that prepared the Note. All notices which CCC must provide to the producer will be mailed to the producer at the address maintained by that office. The producer will be deemed to have received such notice upon deposit, as first class or priority mail, in the U.S. Mail.
	(d)	Applicable Sections. Except as may otherwise be stated herein: (i) Sections 1 through 3, 5 through 7 and 11 are applicable to all loans; (ii) Section 4 is only applicable to nonrecourse loans; (iii) Section 8 is only applicable to farm-stored nonrecourse loans; (iv) Section 9 is only applicable to warehouse-stored nonrecourse loans; (v) Section 10 is only applicable to recourse loans.
	(e)	Applicable Regulations. The Note evidences a CCC loan made in accordance with Title 7 of the Code of Federal Regulations. Applicable parts of Title 7 of the Code of Federal Regulations are incorporated by reference as a part of the Note.
2.		UAL OPPORTUNITY. Participation in CCC Programs is open to all eligible applicants without regard to race, color, gion, national origin, age, sex, marital status, or disability.
3.	dete	AN MATURITY. The Note will mature at the earlier of the maturity date stated in the Note or any earlier date rmined by CCC. If CCC makes demand for payment before the stated maturity date, the producer will be notified in ing of the accelerated maturity date.
4.	pay the lieu case deli pro- assi 60-	<b>UIDATION OF NONRECOURSE LOANS.</b> On or before the loan maturity date, the producer may repay the loan by ing the amount due. If the producer repays the loan at a rate less than the sum of the loan principal plus charges and interest, producer must provide to CCC evidence of production of the commodity which had been pledged as collateral for the loan. In of repayment of the amount due, the producer may, in accordance with Sections 8 and 9, deliver the collateral to CCC. In the e of farm-stored loans, the producer shall bear all expenses including receiving charges of the delivery of the collateral to the very point stated in the delivery instructions issued by CCC. The producer will pay to CCC any costs incurred by CCC if the ducer fails to deliver the collateral in accordance with such instructions. All wool and mohair nonrecourse marketing stance loans not repaid by the loan maturity date must be liquidated through local sales at the farm storage location within a calendar day period at no storage expense to CCC. Any charges incurred by CCC as a result of the local sale will be paid by producer.
5.		<b>IVER OF PRESENTMENT</b> . The producer waives presentment for payment, demand, protest, notice of protest, and notice ion-payment of the Note.
6.	PRO	DDUCER'S RESPONSIBILITY.
	(a)	General. The producer must be in compliance with all applicable program requirements and must have beneficial interest in the commodity pledged as collateral for the loan.
	(b)	Liens. The producer must pledge commodities that are eligible for loan and that are free and clear of all liens including Federal and State tax liens, security interests, and other encumbrances. No additional liens or encumbrances shall be placed on the loan collateral after the loan is approved.

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Exhibit 5

(Par. 15, 38) CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions (Continued) *--

(c)	<b>Movement of Collateral</b> . The producer will not move any collateral from the location stated in the Note without prior approval of CCC and then only in accordance with instructions issued by CCC or provisions of CCC-699C, Cotton Trans Agreement. If such movement is not completed as instructed by CCC or the collateral is disposed of, either CCC may at discretion accelerate the loan maturity date, assess liquidated damages as specified in Section 6(g), and take other administrative actions, as determined appropriate by CCC, including denial of future loans.
(d)	Access to Collateral. The producer will allow CCC to enter the premises and inspect the collateral. In the case of high moisture collateral stored in oxygen-limiting structures, the producer must open the facility when requested by CCC to p inspection of the collateral. If safe access to the collateral is not provided or if the inspection cap on the facility is not op to permit visual inspection of the collateral, the loan maturity date may be accelerated.
(e)	<b>Certification</b> . The producer must provide an accurate certification of the quantity of the commodity to be pledged as collateral for a loan. If CCC determines that the producer has filed an incorrect certification of such eligible quantity, CC may at its discretion accelerate the loan maturity date, assess liquidated damages, as specified in Section 6(g), and take o administrative actions, as determined by CCC, including denial of future loans.
(f)	Loss or Damaged Loan Collateral. The producer is responsible for any loss in quantity or quality of the commodity pledged as collateral for a farm-stored or warehouse-stored loan. CCC shall not assume any loss in quantity or quality of loan collateral regardless of where stored.
(g)	<b>Liquidated Damages</b> . If CCC determines that the producer has violated provisions of Sections 6(c), 6(e), or 7(a), liquid damages may be assessed on the quantity of the commodity which is involved in the violation. For each violation, CCC review the actions of the producer to determine if the producer acted in good faith to comply with such provisions.
	(i) For producers determined to have violated provisions of Section 6(c) and if CCC determines that the producer acted good faith, liquidated damages may be assessed by multiplying the quantity involved in the violation by 10 percent of the loan rate. The producer shall pay such liquidated damage penalties plus the lesser of (1) the principal amount of loan and charges plus interest, (2) CCC determined value on the date the violation occurred plus 15 percent of the applicable loan rate with respect to the quantity involved in the violation within 30 days of notification by CCC, or 0 will call the loan involved in the violation and require full payment at principal and charges plus interest. For honey producer shall pay the principal amount of the loan and charges plus interest.
	(ii) For producers determined to have violated provisions of Section 6(e) or 7(a), and if CCC determines the producer ac in good faith, liquidated damages maybe assessed by multiplying the quantity involved in the violation by 10 percent the loan rate. The producer shall pay such liquidated damages plus the principal amount of the loan and charges plus interest with respect to the quantity involved in the violation, within 30 days of notification by CCC, or CCC will calloan involved in the violation.
	(iii) If CCC determines that the producer did not act in good faith with regard to the violation, or for cases other than the or second offense, CCC will call the loan involved in the violation and may assess liquidated damages computed by multiplying the quantity involved in the violation by 10 percent of the loan rate. The producer shall pay such liquid damages plus the principal amount of the loan and charges plus interest.
(h)	<b>Delinquent Federal Nontax Debt</b> . If it is discovered that a producer incorrectly certified to the DCIA question, the producer will be notified that the loan must be repaid at principal and interest immediately.
	If a producer receives a loan and it is later discovered that the producer has a delinquent Federal nontax debt, the produce will be notified that the delinquent Federal nontax debt must be resolved before the final loan availability date for the applicable commodity. If the delinquent Federal nontax debt is not resolved before the final loan availability date, the producer must repay the loan at principal plus interest.
(i)	O Certification for Contracts, Grants, Loans and Cooperative Agreements. If it is discovered that a producer did not comply with lobbying disclosure requirements (31 U.S.C. 1352), applicants for and recipients of :1) A Federal loan exceeding \$150,000; or 2) A Federal contract, grant, or cooperative agreement payment exceeding \$100,000 must file, we the disbursing office a SF-LLL if they have or will use monies received for lobbying purposes. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submiss of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not a than \$100,000 for each such failure.

Exhibit 5

(Par. 15, 38) CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions (Continued)

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	(j) Miscellaneous Charges. Miscellaneous charges, such as but not limited to storage and receiving are the sole responsibility of the producer requesting the MAL or commodity loan.
7. 1	LIABILITY OF PRODUCER.
	(a) Fraud or Conversion. If the producer has made a fraudulent representation in obtaining the loan or has engaged in or aided in the conversion of the collateral, the producer will be liable for the amount of the loan, for any additional amounts paid to the producer, and for all costs which CCC would not have incurred had it not been for the fraudulent representation or conversion, plus interest on such amounts. In addition, CCC may assess liquidated damages, as specified in Section 6(g), and take other administrative actions, as determined by CCC, including denial of future farm-stored loans.
1	(b) Poisonous Substances and Contamination. The producer will be liable for any damage resulting from tendering to CCC any commodity, whether or not accepted by CCC, containing mercurial compounds, toxin producing molds or other substances poisonous to humans or animals.
(	(c) Over-disbursement or Under-collection. If the amount disbursed under the Note exceeds the amount authorized by the applicable regulations or a repayment made by the producer is insufficient to repay the amount due, the producer will be liable for repayment of such amounts and charges, if any, plus interest.
(	(d) Claims. If the producer fails to settle the loan within 30 calendar days from the maturity date of the loan, or such other date as CCC may agree to, a claim for the amount due will be established in accordance with applicable statutes and regulations.
	(e) Ineligible Commodities. If at any time CCC determines that the commodity pledged as collateral is ineligible to be pledged as collateral for the loan, the producer shall be liable for the amount of the loan or if the producer repaid the loan at a rate less than the sum of the loan principal plus charges and interest for the ineligible quantity, the producer must repay to CCC the difference between such sum and the repayment amount, plus interest on such amounts. If the producer has received credit from CCC for storage, such amount must also be repaid. Ineligible commodities may not be delivered to CCC in satisfaction of the amount due, except as may be determined by CCC. If CCC allows the producer to deliver the commodity to CCC in satisfaction of the amount due, the value of the commodity shall be determined as specified by either Section 8(b) or 9(c).
8.	FARM-STORED NONRECOURSE LOANS.
	(a) General. This section is applicable to a loan made with respect to collateral stored in CCC-approved storage under the control of the producer and not in a public warehouse.
	(b) Settlement. (i) If the producer elects to deliver the collateral to CCC in satisfaction of the amount due in accordance with Section 4, CCC will not accept delivery of any quantity of commodity in excess of 110 percent of the eligible outstanding loan quantity, at time of settlement, as determined by CCC. If a quantity in excess of the eligible quantity is included on the warehouse receipt tendered to CCC for such delivery, the producer shall provide for the correction of such warehouse receipt and other applicable documents. If the producer does not take action to correct such warehouse receipt, CCC shall provide for such corrected documents and any charges incurred by CCC. Shall be for the account of the producer. The collateral shall be delivered in bulk form except as determined by CCC. If the loan collateral is delivered to CCC in satisfaction of the amount due, in accordance with Section 4, the value of the collateral for purposes of settlement will be determined using the applicable schedules of premiums and discounts on the basis of the quality of the collateral, the producer will pay to CCC the amount due because of any loss in quantity or quality of the collateral, the producer will pay to CCC the amount of such deficiency and charges, plus interest on such deficiency from the date of disbursement. (iv) If the value of the collateral at or subsequent to the time of settlement is greater than the amount due, CCC will retain such excess and will not pay such amount to any party. (v) If at any time prior to the maturity date of the collateral can no longer be properly stored due to deterioration or for any other reason, the producer may authorize CCC to sell such collateral on behalf of the producer. (vi) Title to the collateral will vest in CCC only after delivery of the collateral to CCC in accordance with Section 4.
9.	WAREHOUSE-STORED NONRECOURSE LOANS.
(	(a) General. This section is applicable to a loan that has been made with respect to eligible commodities pledged as loan collateral which is stored in a warehouse approved by CCC.
	(b) Rights of CCC. At any time prior to the date CCC takes title to the collateral or the date the producer redeems such collateral, in order to protect its interest, CCC may move the collateral from one storage location to another storage

Exhibit 5

#### (Par. 15, 38) CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions (Continued)

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Exhibit 5

location, take actions to protect or determine the quality of the collateral, or accelerate the maturity date of such loan. Any charges incurred by CCC as the result of such actions will be paid by the party redeeming such collateral.

- (c) Settlement. (i) If the producer elects to forfeit the collateral in satisfaction of the amount due in accordance with Section 4, the value of the collateral for purposes of settlement will be determined using the applicable schedules of premiums and discounts on the basis of the weight, grade, and other quality factors stated on the warehouse receipt or supporting documents. (ii) If the value of the collateral at or subsequent to the time of settlement is less than the amount due, the producer will pay to CCC the sum of the amount of such deficiency plus charges, and interest which has accrued on such deficiency from the date of disbursement. (iii) If the value of the collateral at settlement is greater than the amount due, CCC will retain such excess and will not pay such amount to any party. (iv) Title to the collateral will vest in CCC on the day following the loan maturity date. (v) CCC may elect to calculate such settlement values based on the net weight, good condition, and classification as reflected on the warehouse receipt delivered to CCC, whether such receipt is the receipt issued by the original storing warehouse and presented for calculating the loan amount or a receipt issued by a subsequent warehouse due to the transfer of such commodity while pledged as collateral for a CCC loan.
- (d) Cotton EWR's. For all bales on the cotton loan specified in the Note that are represented by an electronic warehouse receipt (EWR), the producer hereby: 1) acknowledges having exclusive authority to authorize and designate an entity to transfer holdership of EWR's to CCC; 2) authorizes the individual or entity that transfers holdership of EWR's to CCC for loan, in accordance with requirements of the EWR provider, to (a) establish at the direction of the producer an Electronic Agent Designation (EAD) for the loan cotton as identified on CCC-605, Designation of Agent, and (b) identify the loan cotton eligible for electronic redemption; 3) agrees that the designate agent, or any subsequent agent, identified by form CCC-605 or by the agent field of the EWR is authorized to repay the CCC loan obligation of the cotton; 4) requests and authorizes CCC to accept repayment from, and release loan collateral of the note to the individual or entity identified in the agent field of the EWR for the bales; 5) agrees to hold CCC harmless for any errors that may result from reliance on the information supplied by the producer, producer's agent, or subsequent agent through the EWR or otherwise; and 6) acknowledges that the loan may be removed from the EAD redemption process by specific request to the FSA County Office that processed the loan (see question on CCC-Cotton A-S).
- (e) Cotton Loan Redemptions and Settlement. (i) The amount by which an upland cotton loan repayment value may be reduced for the value of storage charges during the period of the loan shall be zero for any period the cotton is stored outside and shall otherwise be calculated based on the maximum payment rate determined for the warehouse and announced by CCC. Cotton shall be considered by CCC to be stored outside if it is stored outside any time during the period of the loan exceeding the 15-day period that starts with the first day the warehouse is notified the cotton is pledged as collateral for a CCC loan. (ii) If the producer elects to forfeit either upland cotton or ELS cotton loan collateral to CCC in satisfaction of the amount due in accordance with Section 1(a), the producer shall pay to CCC: (at rates that are specified in the storage agreement between the warehouse where the cotton is stored and CCC) (1) all warehouse storage charges associated with the forfeited cotton, including, if applicable, charges for new bale ties, unpaid warehouse compression, or other charges as may be levied by the storing warehouse; and (3) Warehouse charges for periods of outside storage or charges that exceed the maximum storage credit rates for the loan paid by CCC to the warehouse.
- (f) Transfer of CCC Upland or ELS Cotton or Peanut Loan Collateral. Collateral for an upland or ELS cotton or peanut marketing assistance loan may be transferred from a CCC-approved warehouse to another CCC-approved warehouse if CCC holds as security for the loan a warehouse receipt with respect to such commodity and the following terms and conditions of this subsection are met. (i) The producer may grant authorization to transfer loan collateral only to the agent designated and authorized by the producer to redeem all or a portion of the loan collateral. Any authorization to transfer loan collateral granted by the producer may be transferred by such agent of the producer to a subsequent agent as provided by the terms of applicable CCC forms. A producer is not obligated by CCC to grant authorization to transfer loan collateral as a condition of designating and authorizing any agent to redeem from loan all or a portion of the loan commodity. (ii) CCC will calculate any loan redemption for transferred cotton based on the credits, and charges with respect to the shipping warehouse under the transfer authorization. If a producer delivers transferred cotton to CCC in satisfaction of a loan obligation, CCC will settle such collateral delivery based on the charges effective at the receiving warehouse plus any unpaid charges at the shipping warehouse. (iii) As a condition for CCC to approve the transfer of cotton loan collateral, the requestor of a transfer, whether such requestor is the producer, or the producer's agent, must agree to pay all charges that may result from such transfer or intended transfer and be responsible for all losses of quantity or quality that result from the transfer. Despite any such agreement, the producer is responsible for any charges associated with the transfer of CCC cotton loan collateral including those that are not paid by any agent, or subsequent agent, the producer authorized to request such a transfer and who agreed to pay such charges. All such unpaid charges are for the account of the producer and shall not be charged to the outstanding balance of the loan obligation. CCC will not assume any liability for any charge associated with the transfer of any cotton loan collateral. (iv) The producer is responsible to CCC for all losses of quantity or quality associated with the transfer of

## **Certification of No Contract**

The following is an example of an option to purchase and sales contract certification.

OPTION TO PURCHASE AND SALES CONTRACT CERTIFICATION					
LDP Number		Loan N	lumber		
payment (LDP) from the C which will be the subject of had beneficial interest in the application or loan application or any written contract for commodity, before such low option to purchase or verb (4) no payment with regard requested. The Producer to	(s) ("Producer") has request fommodity Credit Corporatio f such loan or LDP, the Prod he commodity and has not lo ation; (2) the Producer did n sale, with respect to the com an or LDP was requested; (3, al contract for sale, except a d to such commodity was recu understands that this certifice	n (CCC). With respect lucer certifies that; (1) t st such interest before fi ot enter into any written modity to sell, deliver, o ) the Producer did not e s noted below; eived before such loan o ution is subject to review	to the commodity the Producer has aling the LDP a option to purchas or market the enter into a verbal or LDP was v by CCC to		
commodity is pledged for a Office of such event and to for review. Upon such not sale for a determination of signing this certification, t representation may render	to purchase, contract for sale collateral for a loan, the proo provide a copy of such optic ification, CCC shall reviews the date beneficial interest whe Producer warrants and ag the Producer subject to crim the producer of any amounts st.	e, or payment is later ne lucer agrees to notify th on or contract to the Co uch option to purchase would be considered to b grees that the making of winal prosecution under	egotiated while the the County FSA ounty FSA Office and contract for have been lost. By Cany fraudulent Federal law and		

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