

UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency
Washington, DC 20250

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

Amendment 16

Approved by: Deputy Administrator, Farm Programs



Amendment Transmittal

A Reasons for Amendment

Paragraph 1 has been amended to update the sources of authority and remove reference to payment limitation.

Subparagraph 12 C has been amended to update FMD contact information.

Subparagraph 13 E has been amended to update CCC-846-1A.

Paragraph 15.5 has been amended to update the:

- time for announcing AWP and CCA
- web site for accessing AWP and CCA.

Subparagraph 18 B has been revised to remove CCC-719P which is obsolete.

Subparagraph 19 C has been amended to update the address for the Cotton Board.

Paragraph 20 has been amended to provide the current FSA-211 and instructions.

Paragraph 22 has been amended to provide the current CCC-686 and instructions.

Paragraph 23 has been amended to provide the current CCC-679 and instructions.

Paragraph 23.5 has been amended to provide the current CCC-10 and instructions.

Paragraph 27 has been amended to provide the current CCC-605, CCC-605-1, CCC-605-2 and instructions.

Paragraph 29 has been amended to remove the reference to commodity certificates.

Amendment Transmittal**A Reasons for Amendment (Continued)**

Paragraph 37 has been removed to provide the current CCC Cotton A-5 and instructions.

Subparagraph 38 C has been amended to provide the current CCC-Cotton A and instructions.

Paragraph 50 has been amended to update the instructions for processing loans.

Paragraph 52 has been withdrawn because commodity certificates are no longer applicable.

Note: CCC-694-2 is obsolete.

Paragraph 53 has been amended to update the Farm Bill reference.

Subparagraph 54 D has been amended to update the contact for:

- requesting a correct statement of charges
- acquiring a manual authorization code.

Subparagraph 72.5 B has been amended to provide the current CCC-633EZ.

Subparagraph 74 G has been amended to remove the reference to payment limitation.

Subparagraph 74 K has been revised to provide the current CCC-633 EZ, Page 3.

Subparagraph 75 D has been amended to remove the reference to payment limitation.

Exhibit 4 has been amended to provide the update CCC-912.

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

Exhibit 11 has been amended to provide the updated CCC-770 LSA.

Amendment Transmittal (Continued)

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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.--*

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.

* * *

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: Primary owners 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.

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 (Continued)

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

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.

--*

13 Annual Recertifications (Continued)

E Example of Completed CCC-846-1A

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

*--

CCC-846-1A (08-19-08)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
RECERTIFICATION OF STATUS FOR APPROVED LOAN SERVICING AGENTS (LSA's) OR DESIGNATED MARKETING ASSOCIATIONS (DMA's)			
<i>NOTE: The authority for collecting the following information is Pub. L. 110-246. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</i> <i>The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to evaluate if the LSA or DMA is eligible for continued LSA or DMA status. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in disapproval or LSA or DMA status. This information may be provided to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court, magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE DIRECTOR, PRICE SUPPORT DIVISION, USDA, FARM SERVICE AGENCY, 1400 INDEPENDENCE AVENUE, S.W., STOP 0512, WASHINGTON, DC 20250-0512.</i>			
1. Date Due (MM-DD-YYYY) 01/30/20XX	2. For Fiscal Year Ending 08/20/20XX	3. Return To: Director, Price Support Division USDA, FSA, Stop 0512, Room 4095-S 1400 Independence Avenue, SW Washington, D.C. 20250-0512	
4. LSA or DMA Name Acme Cotton and Grain	5. LSA or DMA Headquarters City and State Plainville, Kansas	6. Regular Mail Address P.O. Box 70 Plainville, Kansas 99999	7. Overnight Mail Address (No P.O. Boxes) 205 N. Evergreen Street Plainville, Kansas 99999
8A. Primary Contact Person and Title Lewis Clark, Manager	8C. FAX No. (Include Area Code) 316-927-4532	9A. IT Contact Person and Title Thomas Smith	9C. FAX No. (Include Area Code) 316-927-4759
8B. Telephone No. (Include Area Code) 316-927-5555	8D. Contact Person's E-Mail Address LClark@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 CCC business:			
A. NAME		B. TITLE	C. AUTHORIZED SIGNATURE
Lewis Clark		Manager	/s/ Lewis Clark
Charles Stevens		Assistant Manager	/s/ Charles Stevens
Jack Johnson		Special Assistant	/s/ Jack Johnson

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13 Annual Recertifications (Continued)

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

*--

CCC-846-1A (08-19-08) (Page 2)						
11. Authorized Commodity Volume Report:						
A. Authorized Commodity	B. Crop Year	C. Unit	D. Loan Volume	E. LDP Volume	F. Projected Loan Volume for Next Crop Year	G. Projected LDP Volume for Next Crop Year
Cotton		Bales				
Peanuts	04	Tons	79,106	0	82,000	0
12. Totals:			79,106	0	82,000	0

13. Attach the following supporting documents:

- ☒ Blank copies of all DMA or LSA computer generated CCC forms.
- ☒ 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.

14. Remarks:

15. Information 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	C. DATE (MM-DD-YYYY)
/s/ Lewis Clark	Manager	01/20/20XX

PENALTY STATEMENT

Section 15(a) of the Commodity Credit Corporation (CCC) Chapter Act of 15 USC 714 (m)(a)) provides a fine of not more than \$10,000 or not more than five years imprisonment, or both, for making any statement knowing it to be false for the purpose of influencing the action of CCC or of obtaining money under any act applicable to CCC. The making of such false statements may subject entity to civil liability, including liability under 31 USC 231.

--*

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.

15 LSA Loan and LDP Process (Continued)

A Providing Program Services (Continued)

Step	Description	
4	IF...	THEN LSA's...
	a loan advance	• complete lien search according to paragraph 23 • 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 and 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

Effective October 31, 2002, for transactions of all crop years, the “dead hour”, the time during which applications for loan repayments and LDP’s were not accepted, was terminated.

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 on the FSA Internet at http://www.fsa.usda.gov/Internet/FSA_File/cotton_rates.xls.--

18 Filing and Distribution Instructions

A LSA Files Retention

LSA's shall indefinitely retain copies or originals of documents prepared or processed by LSA.

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
P.O. Box 1000
Memphis, TN 30148-0522~~--~~*

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.

IF LSA producer...	THEN see 1-CM, 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 • signed corporate minutes.
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.	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 (Continued)

F Example of FSA-211 for Individual

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

*--

This form is available electronically. FSA-211 (12-17-08)			U. S. DEPARTMENT OF AGRICULTURE Farm Service Agency – Natural Resources Conservation Service - Commodity Credit Corporation – Federal Crop Insurance Corporation – Risk Management Agency		
POWER OF ATTORNEY					
THE UNDERSIGNED does hereby appoint the following grantee:					
(1) <u>US LSA</u>		of the following address: (2) <u>569 East Street, Oskaloosa</u>		in the State of:	
in the county of: (3) <u>Jefferson</u>		the attorney-in-fact for (5) <u>ABC Corporation</u>			
(4) <u>Kansas</u> (insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.					
A. FSA, NRCS and CCC PROGRAMS <i>(Check applicable programs)</i>			B. TRANSACTIONS for FSA, NRCS, and CCC PROGRAMS <i>(Check applicable actions)</i>		
☐ 1. All current programs. ☐ 2. All current and all future programs. ☐ 3. Direct and Counter-Cyclical Program. ☐ 4. Average Crop Revenue Election Program. ☐ 5. Supplemental Revenue Assistance Payments Program (SURE). ☐ 6. Tree Assistance Program (TAP). ☐ 7. Livestock Indemnity Program (LIP). ☐ 8. Livestock Forage Disaster Program (LFP). ☐ 9. Emergency Assistance for Livestock Honey Bees, and Farm-Raised Fish (ELAP).			☐ 10. Noninsured Crop Disaster Assistance Program. ☒ 11. Marketing Assistance Loans and Loan Deficiency Payments. ☐ 12. Milk Income Loss Contract Program. ☐ 13. Farm Storage Facility Loan Program. ☐ 14. FSA Conservation Programs. ☐ 15. NRCS Conservation Programs. ☐ 16. Tobacco Programs. ☒ 17. Other (Specify): <u>Cotton</u>		
			☐ 1. All actions. ☐ 2. Signing applications, agreements, and contracts. ☐ 3. Making reports. ☒ 4. Conducting all marketing assistance loan and LDP transactions. ☐ 5. AGI Certification. ☐ 6. Routing Banking Accounts. ☒ 7. Other (Specify): <u>Executing CCC-605</u>		
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:					
C. INSURED CROPS/STATE/COUNTY <i>(Enter "All" or specify each crop, state, county and year(s))</i>			D. CROP INSURANCE TRANSACTIONS <i>(Check applicable actions)</i>		
1. _____ 2. _____ 3. _____ 4. _____			☐ 1. All actions. ☐ 2. Making applications for insurance. ☐ 3. Reporting crop acreage and production reports. ☐ 4. Reporting a notice of damage or loss and making claim for indemnity. ☐ 5. Making transfers and cancellations. ☐ 6. Making contract changes. ☐ 7. Other (Specify):		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.					
AUTHORIZED SIGNATURES					
6A. Signature of Grantor (Individual)		6B. Signature Date (MM-DD-YYYY)		6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. ☐	
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By) <u>/s/ Bill Green</u>		7B. Title/Relationship of Individual Signing in the Representative Capacity <u>President ABC Corporation</u>		7C. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>	
8. Notary Public (this form shall be acknowledged by a notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).					
Signature (a) _____		the state of (b) _____		the County of (c) _____	
FOR FSA USE ONLY					
9A. Witness Signature (FSA Employee Only) <u>/s/ Joe Black</u>		9B. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>		9C. Official Position <u>County Executive Director</u>	
10. This power of attorney was served to (a) <u>Jefferson</u>					
State of (b) <u>Kansas</u>		and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2012</u> .			
NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.					
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.					

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

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.

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This form is available electronically.		
FSA-211A (12-17-08)		U. S. DEPARTMENT OF AGRICULTURE Farm Service Agency – Natural Resources Conservation Service - Commodity Credit Corporation - Federal Crop Insurance Corporation – Risk Management Agency POWER OF ATTORNEY SIGNATURE CONTINUATION SHEET
Attach to Form FSA-211 Note: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.		Attachment Pages 1 of 1
1. Name of Attorney-In-Fact (Item (1) from FSA-211) John White		2. Name of Grantor (Item (5) from FSA-211) XYZ General Partnership
AUTHORIZED SIGNATURES		
3A. Signature of Grantor (By) /s/ John White	3B. Title/Relationship of Individual Signing in the Representative Capacity	3C. Signature Date 09-12-2012
3D. Witness Signature (FSA Employee Only) /s/ Joe Green	3E. Signature Date 09-12-2012	3F. Official Position Program Technician
3G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ the State of _____ the County of _____		
4A. Signature of Grantor (By) /s/ Jack Blue	4B. Title/Relationship of Individual Signing in the Representative Capacity	4C. Signature Date 09-12-2012
4D. Witness Signature (FSA Employee Only) /s/ Mike Jones	4E. Signature Date 09-12-2012	4F. Official Position Program Technician
4G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ the State of _____ the County of _____		
5A. Signature of Grantor (By) /s/ Mary White	5B. Title/Relationship of Individual Signing in the Representative Capacity	5C. Signature Date 09-12-2012
5D. Witness Signature (FSA Employee Only) /s/ Sue Black	5E. Signature Date 09-12-2012	5F. Official Position Program Technician
5G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ the State of _____ the County of _____		
6A. Signature of Grantor (By)	6B. Title/Relationship of Individual Signing in the Representative Capacity	6C. Signature Date
6D. Witness Signature (FSA Employee Only)	6E. Signature Date	6F. Official Position
6G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ the State of _____ the County of _____		
7A. Signature of Grantor (By)	7B. Title/Relationship of Individual Signing in the Representative Capacity	7C. Signature Date
7D. Witness Signature (FSA Employee Only)	7E. Signature Date	7F. Official Position
7G. Notary Public (this form shall be acknowledged by a Notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature: _____ the State of _____ the County of _____		
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.		

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

H Example of FSA-211 by FSN

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

*--

This form is available electronically. FSA-211 (12-17-08)			U. S. DEPARTMENT OF AGRICULTURE Farm Service Agency – Natural Resources Conservation Service - Commodity Credit Corporation – Federal Crop Insurance Corporation – Risk Management Agency		
POWER OF ATTORNEY					
THE UNDERSIGNED does hereby appoint the following grantee: (1) <u>US LSA</u> of the following address: (2) <u>211 Tumble Weed Road</u> <u>Levelland</u> in the county of: (3) <u>Hockley</u> in the State of:					
(4) <u>Texas</u> the attorney-in-fact for (5) <u>Sandy Bryant</u> (insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.					
A. FSA, NRCS and CCC PROGRAMS <i>(Check applicable programs)</i>			B. TRANSACTIONS for FSA, NRCS, and CCC PROGRAMS <i>(Check applicable actions)</i>		
☐ 1. All current programs. ☐ 2. All current and all future programs. ☐ 3. Direct and Counter-Cyclical Program. ☐ 4. Average Crop Revenue Election Program. ☐ 5. Supplemental Revenue Assistance Payments Program (SURE). ☐ 6. Tree Assistance Program (TAP). ☐ 7. Livestock Indemnity Program (LIP). ☐ 8. Livestock Forage Disaster Program (LFP). ☐ 9. Emergency Assistance for Livestock Honey Bees, and Farm-Raised Fish (ELAP).			☐ 10. Noninsured Crop Disaster Assistance Program. ☒ 11. Marketing Assistance Loans and Loan Deficiency Payments. ☐ 12. Milk Income Loss Contract Program. ☐ 13. Farm Storage Facility Loan Program. ☐ 14. FSA Conservation Programs. ☐ 15. NRCS Conservation Programs. ☐ 16. Tobacco Programs. ☒ 17. Other (Specify): <u>Cotton</u>		
			☒ 4. Conducting all marketing assistance loan and LDP transactions. ☐ 5. AGI Certification. ☐ 6. Routing Banking Accounts. ☒ 7. Other (Specify): <u>FSN 22 Only</u>		
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:					
C. INSURED CROPS/STATE/COUNTY <i>(Enter "All" or specify each crop, state, county and year(s))</i>			D. CROP INSURANCE TRANSACTIONS <i>(Check applicable actions)</i>		
1. _____ 2. _____ 3. _____ 4. _____			☐ 1. All actions. ☐ 2. Making applications for insurance. ☐ 3. Reporting crop acreage and production reports. ☐ 4. Reporting a notice of damage or loss and making claim for indemnity. ☐ 5. Making transfers and cancellations. ☐ 6. Making contract changes. ☐ 7. Other (Specify): _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.					
AUTHORIZED SIGNATURES					
6A. Signature of Grantor (Individual) <u>/s/ Sandy Bryant</u>		6B. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>		6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. ☐	
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By) _____		7B. Title/Relationship of Individual Signing in the Representative Capacity _____		7C. Signature Date (MM-DD-YYYY) _____	
8. Notary Public (this form shall be acknowledged by a notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ the state of (b) _____ the County of (c) _____					
FOR FSA USE ONLY					
9A. Witness Signature (FSA Employee Only) <u>/s/ Mary White</u>		9B. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>		9C. Official Position <u>County Executive Director</u>	
10. This power of attorney was served to (a) <u>Hockley</u> USDA Service Center, State of (b) <u>Texas</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2012</u> .					
NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.					
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.					

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

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.

*__

This form is available electronically. FSA-211 (12-17-08)			U. S. DEPARTMENT OF AGRICULTURE Farm Service Agency – Natural Resources Conservation Service - Commodity Credit Corporation - Federal Crop Insurance Corporation – Risk Management Agency		
POWER OF ATTORNEY					
THE UNDERSIGNED does hereby appoint the following grantee: (1) <u>US LSA</u> of the following address: (2) <u>123 Way Street, McLouth</u> in the county of: (3) <u>Jefferson</u> in the State of:					
(4) <u>Kansas</u> the attorney-in-fact for (5) <u>Robert Brown</u> (insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.					
A. FSA, NRCS and CCC PROGRAMS (Check applicable programs)			B. TRANSACTIONS FOR FSA, NRCS, and CCC PROGRAMS (Check applicable actions)		
☐ 1. All current programs. ☐ 2. All current and all future programs. ☐ 3. Direct and Counter-Cyclical Program. ☐ 4. Average Crop Revenue Election Program. ☐ 5. Supplemental Revenue Assistance Payments Program (SURE). ☐ 6. Tree Assistance Program (TAP). ☐ 7. Livestock Indemnity Program (LIP). ☐ 8. Livestock Forage Disaster Program (LFP). ☐ 9. Emergency Assistance for Livestock Honey Bees, and Farm-Raised Fish (ELAP).			☐ 10. Noninsured Crop Disaster Assistance Program. ☒ 11. Marketing Assistance Loans and Loan Deficiency Payments. ☐ 12. Milk Income Loss Contract Program. ☐ 13. Farm Storage Facility Loan Program. ☐ 14. FSA Conservation Programs. ☐ 15. NRCS Conservation Programs. ☐ 16. Tobacco Programs. ☒ 17. Other (Specify): <u>Cotton</u>		
			☐ 1. All actions. ☐ 2. Signing applications, agreements, and contracts. ☐ 3. Making reports. ☒ 4. Conducting all marketing assistance loan and LDP transactions. ☐ 5. AGI Certification. ☐ 6. Routing Banking Accounts. ☒ 7. Other (Specify): <u>Executing CCC-605</u>		
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:					
C. INSURED CROPS/STATE/COUNTY (Enter "All" or specify each crop, state, county and year(s))			D. CROP INSURANCE TRANSACTIONS (Check applicable actions)		
1. <u>All</u> 2. _____ 3. _____ 4. _____			☒ 1. All actions. ☐ 2. Making applications for insurance. ☐ 3. Reporting crop acreage and production reports. ☐ 4. Reporting a notice of damage or loss and making claim for indemnity. ☐ 5. Making transfers and cancellations. ☐ 6. Making contract changes. ☐ 7. Other (Specify): _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.					
AUTHORIZED SIGNATURES					
6A. Signature of Grantor (Individual) <u>/s/ Robert Brown</u>		6B. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>		6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. ☐	
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By)		7B. Title/Relationship of Individual Signing in the Representative Capacity		7C. Signature Date (MM-DD-YYYY)	
8. Notary Public (this form shall be acknowledged by a notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ the state of (b) _____ the County of (c) _____					
FOR FSA USE ONLY					
9A. Witness Signature (FSA Employee Only) <u>/s/ Joe Black</u>		9B. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>		9C. Official Position <u>County Executive Director</u>	
10. This power of attorney was served to (a) <u>Jefferson</u> <u>USDA Service Center,</u> State of (b) <u>Kansas</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2012</u> .					
NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.					
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.					

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

J Example of FSA-211A

The following is an example of FSA-211A.

*--

This form is available electronically.

FSA-211
(12-17-08)

U. S. DEPARTMENT OF AGRICULTURE
Farm Service Agency – Natural Resources Conservation Service -
Commodity Credit Corporation - Federal Crop Insurance Corporation – Risk Management Agency

POWER OF ATTORNEY

THE UNDERSIGNED does hereby appoint the following grantee:
(1) US LSA of the following address: (2) 123 Way Street
Manassas in the county of: (3) Prince William in the State of:
(4) Virginia the attorney-in-fact for (5) AAA General Partnership
(insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. **NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.**

A. FSA, NRCS and CCC PROGRAMS
(Check applicable programs)

☐ 1. All current programs.

☒ 2. All current and all future programs.

☐ 3. Direct and Counter-Cyclical Program.

☐ 4. Average Crop Revenue Election Program.

☐ 5. Supplemental Revenue Assistance Payments Program (SURE).

☐ 6. Tree Assistance Program (TAP).

☐ 7. Livestock Indemnity Program (LIP).

☐ 8. Livestock Forage Disaster Program (LFP).

☐ 9. Emergency Assistance for Livestock Honey Bees, and Farm-Raised Fish (ELAP).

☐ 10. Noninsured Crop Disaster Assistance Program.

☐ 11. Marketing Assistance Loans and Loan Deficiency Payments.

☐ 12. Milk Income Loss Contract Program.

☐ 13. Farm Storage Facility Loan Program.

☐ 14. FSA Conservation Programs.

☐ 15. NRCS Conservation Programs.

☐ 16. Tobacco Programs.

☐ 17. Other (Specify):

B. TRANSACTIONS for FSA, NRCS, and CCC PROGRAMS
(Check applicable actions)

☒ 1. All actions.

☐ 2. Signing applications, agreements, and contracts.

☐ 3. Making reports.

☐ 4. Conducting all marketing assistance loan and LDP transactions.

☐ 5. AGI Certification.

☐ 6. Routing Banking Accounts.

☐ 7. Other (Specify):

This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:

C. INSURED CROPS/STATE/COUNTY
(Enter "All" or specify each crop, state, county and year(s))

1. _____

2. _____

3. _____

4. _____

D. CROP INSURANCE TRANSACTIONS
(Check applicable actions)

☐ 1. All actions.

☐ 2. Making applications for insurance.

☐ 3. Reporting crop acreage and production reports.

☐ 4. Reporting a notice of damage or loss and making claim for indemnity.

☐ 5. Making transfers and cancellations.

☐ 6. Making contract changes.

☐ 7. Other (Specify):

This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.

AUTHORIZED SIGNATURES

6A. Signature of Grantor (Individual)	6B. Signature Date (MM-DD-YYYY)	6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. ☒
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By) /s/ Albert Jones	7B. Title/Relationship of Individual Signing in the Representative Capacity General Partner	7C. Signature Date (MM-DD-YYYY) 09-12-2012

8. Notary Public (this form shall be acknowledged by a notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed).

Signature (a) _____ the state of (b) _____ the County of (c) _____

FOR FSA USE ONLY

9A. Witness Signature (FSA Employee Only) /s/ Joe Green	9B. Signature Date (MM-DD-YYYY) 09-12-2012	9C. Official Position Program Technician
--	---	---

10. This power of attorney was served to (a) Prince William USDA Service Center,
State of (b) Virginia and became effective this (c) 12 day of (d) September, (e) 2012.

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration and Title II, Subtitle J - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

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.

*--

This form is available electronically. FSA-211 (12-17-08)			U. S. DEPARTMENT OF AGRICULTURE Farm Service Agency – Natural Resources Conservation Service – Commodity Credit Corporation – Federal Crop Insurance Corporation – Risk Management Agency POWER OF ATTORNEY		
THE UNDERSIGNED does hereby appoint the following grantee: (1) <u>US LSA</u> of the following address: (2) <u>123 Way Street</u> <u>Manassas</u> in the county of: (3) <u>Prince William</u> in the State of: (4) <u>Virginia</u> the attorney-in-fact for (5) <u>AAA General Partnership</u> (insert grantor's name) in connection with the Farm Service Agency, Natural Resources Conservation Service Agency, or Commodity Credit Corporation programs checked below. NOTE: This power of attorney form is not valid for FSA Farm Loan Program purposes.					
A. FSA, NRCS and CCC PROGRAMS <i>(Check applicable programs)</i>			B. TRANSACTIONS for FSA, NRCS, and CCC PROGRAMS <i>(Check applicable actions)</i>		
☐ 1. All current programs. ☒ 2. All current and all future programs. ☐ 3. Direct and Counter-Cyclical Program. ☐ 4. Average Crop Revenue Election Program. ☐ 5. Supplemental Revenue Assistance Payments Program (SURE). ☐ 6. Tree Assistance Program (TAP). ☐ 7. Livestock Indemnity Program (LIP). ☐ 8. Livestock Forage Disaster Program (LFP). ☐ 9. Emergency Assistance for Livestock Honey Bees, and Farm-Raised Fish (ELAP).			☐ 10. Noninsured Crop Disaster Assistance Program. ☐ 11. Marketing Assistance Loans and Loan Deficiency Payments. ☐ 12. Milk Income Loss Contract Program. ☐ 13. Farm Storage Facility Loan Program. ☐ 14. FSA Conservation Programs. ☐ 15. NRCS Conservation Programs. ☐ 16. Tobacco Programs. ☐ 17. Other (Specify): _____		
☒ 1. All actions. ☐ 2. Signing applications, agreements, and contracts. ☐ 3. Making reports. ☒ 4. Conducting all marketing assistance loan and LDP transactions. ☐ 5. AGI Certification. ☐ 6. Routing Banking Accounts. ☐ 7. Other (Specify): _____					
This form may also be used to grant authority to an attorney-in-fact to act on the grantor's behalf with respect to FCIC crop insurance policies. Checking any of the FCIC transactions does not have any impact as to the FSA, NRCS or CCC transactions checked above:					
C. INSURED CROPS/STATE/COUNTY <i>(Enter "All" or specify each crop, state, county and year(s))</i>			D. CROP INSURANCE TRANSACTIONS <i>(Check applicable actions)</i>		
1. _____ 2. _____ 3. _____ 4. _____			☐ 1. All actions. ☐ 2. Making applications for insurance. ☐ 3. Reporting crop acreage and production reports. ☐ 4. Reporting a notice of damage or loss and making claim for indemnity. ☐ 5. Making transfers and cancellations. ☐ 6. Making contract changes. ☐ 7. Other (Specify): _____		
This Power of Attorney is valid in all counties in the United States unless otherwise noted. This power of attorney shall remain in full force and effect until (1) written notice of its revocation has been duly served upon FSA, NRCS or CCC as appropriate; (2) death of the undersigned grantor; or (3) incompetence or incapacitation of the undersigned grantor. The undersigned grantor shall provide separate written notice of revocation to the applicable crop insurance agent. This power of attorney shall not be effective until properly executed and served to a USDA Service Center.					
AUTHORIZED SIGNATURES					
6A. Signature of Grantor (Individual)		6B. Signature Date (MM-DD-YYYY)		6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. ☒	
7A. Signature of Grantor (Partnership, Corporation, Trust, etc.) (By) <u>/s/ Albert Jones</u>		7B. Title/Relationship of Individual Signing in the Representative Capacity <u>General Partner</u>		7C. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>	
8. Notary Public (this form shall be acknowledged by a notary Public unless witnessed by a FSA employee or a corporate seal of grantor is affixed). Signature (a) _____ the state of (b) _____ the County of (c) _____					
FOR FSA USE ONLY					
9A. Witness Signature (FSA Employee Only) <u>/s/ Joe Green</u>		9B. Signature Date (MM-DD-YYYY) <u>09-12-2012</u>		9C. Official Position <u>Program Technician</u>	
10. This power of attorney was served to (a) <u>Prince William</u> USDA Service Center, State of (b) <u>Virginia</u> and became effective this (c) <u>12</u> day of (d) <u>September</u> , (e) <u>2012</u> .					
NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246) and any amendments to such act as may follow. The information requested is necessary for the authorized attorney-in-fact to act in a representative capacity for the undersigned grantor. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle, Subtitle F—Administration and Title II, Subtitle J—Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPLICABLE USDA SERVICE CENTER.					
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.					

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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 16	Enter name and nature of disability of any heir who is a minor or an incompetent and the name and address and capacity of the representative of this person.
*--17	Review 17 A through E and check applicable box in 17 F.
18 A through C	Heirs or representatives of heirs who have inherited the commodity and have assumed the farming unit and who are requesting price support must sign the application and provide DCIA certification.
19	Obtain signature and date from administrative County Office.--*

22 Heirs of a Deceased Producer (Continued)

D Preparing CCC-686 (Continued)

The following is an example of CCC-686.

*--

CCC-686 (09-28-10)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. NAME AND ADDRESS OF COUNTY FSA OFFICE US LSA 44 Lubbock St. Houston, TX 80210	
APPLICATION FOR LOAN OR LOAN DEFICIENCY PAYMENT BY HEIRS (On a commodity produced by a person who has died) <i>See Page 2 for Privacy Act Statement.</i>				TELEPHONE NO. (Include Area code): 806-823-1345	
				2. ST. & CO. CODES 48-750	
6. NAME OF DECEASED PERSON James X. Hoffer		7. DATE OF DEATH (MM-DD-YYYY) 11-15-2010		8. DEATH OCCURRED BEFORE HARVEST ☐ AFTER HARVEST ☒	
9. PERSONS INHERITING COMMODITY (Name and Address)				10. RELATIONSHIP TO DECEASED	
Samuel P. Hoffer, 101 Route 36, Lubbock, TX 80610				Son	
11. NAMES OF PERSONS ASSUMING FARMING UNIT (Include heirs in Item 9) (Address if not already listed in Item 9)				12. RELATIONSHIP TO DECEASED OR CAPACITY	
Samuel P. Hoffer				Son	
If any person shown in Item 9 or 11 above is a minor or incompetent, furnish the following:					
13. NAME OF MINOR OR INCOMPETENT		14. NATURE OF DISABILITY (if any)		15. REPRESENTATIVE OF PERSON SHOWN IN ITEM 13 NAME AND ADDRESS	
				16. CAPACITY (Guardian, Custodian, Conservator, Liquidator, etc.)	
17. CERTIFICATIONS (To be certified to and by each person shown in Items 9 and 11 or his or her representative shown in Item 15 who is requesting a loan or LDP.) The undersigned hereby certifies that 1/ A. The person shown in Item 6 died on the date shown and he or she produced the commodity identified above in the crop year shown. B. The decedent and the commodity heir she produced were eligible for loan or LDP and that the persons shown in Item 9 have inherited the decedent's interest in the commodity shown above. C. (1) There has not been nor is it contemplated that there will be administration or probate of the estate or (2) administration or probate of the estate is closed. D. The persons listed in Items 9, 11, and, if applicable 13, are the only persons who have inherited or otherwise acquired an interest in the commodity and farming unit of the decedent described in this form. E. Each of such persons requests (1) a loan be continued or disbursed, or (2) an LDP be made. F. Are you or any co-applicant delinquent on any federal non-tax debt? YES ☐ NO ☒ (If "YES", provide details):					
18A. Signature (By) /s/ Samuel P. Hoffer		18B. Title/Relationship of the Individual Signing in the Representative Capacity		18C. Date (MM-DD-YYYY) 12-15-2010	
18A. Signature (By)		18B. Title/Relationship of the Individual Signing in the Representative Capacity		18C. Date (MM-DD-YYYY)	
18A. Signature (By)		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 signature appears above has the authority to act in the capacity indicated; that the right of the applicant(s) to file this application was determined in accordance with the regulations of the Department of Agriculture; and that the statements contained herein have been examined and are true and correct to the best of my knowledge and belief.					
19B. FOR THE COUNTY COMMITTEE BY /s/ Andy Johnson				19C. Date (MM-DD-YYYY) 01-05-20XX	
1/ Section 15 (a) of the Commodity Credit Corporation Charter Act (62 Stat. 1070) provides a fine of not more than \$10,000 or not more than five years imprisonment for making any statements knowing it to be false for the purpose of influencing the action of the Corporation or of obtaining money under any act applicable to the Corporation.					

--*

22 Heirs of a Deceased Producer (Continued)

D Preparing CCC-686 (Continued)

*__

CCC-686 (09-28-10)	Page 2
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, 7 CFR Part 1421, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to allow heirs of an estate to obtain or continue a CCC loan or to request a loan deficiency payment (LDP). The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to obtain or continue a CCC loan or ineligibility for program benefits. This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F- Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.	
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.	

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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 (Continued)**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, ginner's 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 offset does not apply		*--enter "none" on CCC-679, item 8(3)(a).
an administrative offset does apply		enter the offset amount as of the date CCC-679 is prepared on CCC-679, item 8(3)(a).
	the lienholder is any of the following: • United States of America, Acting through USDA or FSA • USDA • USDA, formerly FmHA • FSAFSA, formerly FmHA	• enter the offset amount as of the date CCC-679 is prepared on CCC-679, item 8(3)(a) • calculate the estimated net disbursement amount in item 9 as follows:--* • multiply applicable county loan rate for the commodity times the quantity for loan • deduct assessments, fees, and administrative offsets, as applicable • enter "estimated net disbursement amount is \$____" before CCC-679 is given to an FSA FLP representative.
a statement of charges accompanies the warehouse *--receipt according to 7-CN, paragraph 165--*		do either of the following: • add the total dollar amount of the charges to any other offset amounts • 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 (04-07-10)			U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation			1A. County Name and Address (Including Zip Code) Lubbock County Texas		
LIEN WAIVER						1B. County Office Telephone Number (Including Area Code)		
						1C. County Fax Number (Including Area Code)		
2. Name and Address of Producer (Including Zip Code) Ben Jefferson Box 185 Sometown, TX 12345				3. Crop Year 2004		4. Commodity Cotton		
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1421, 7 CFR Part 1427, 7 CFR Part 1435, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility for program benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits. The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.								
5. The undersigned is the holder of a lien on the commodity identified above. In order for the producer identified above to pledge such commodity as collateral for a Commodity Credit Corporation ("CCC") loan, with respect to CCC only, the undersigned waives all interest in, and title to, such commodity. The undersigned agrees that the proceeds of the loan shall be disbursed (lienholder must check one of the following):								
(a) ☒ To the producer.								
(b) ☐ Jointly to the producer and the undersigned lienholder.								
(c) ☐ Jointly to the producer and the undersigned lienholder, less (1) \$ 500.00 administrative offset as of (2) 10-01-2012 (Date) and charges due (3) Baker Gin Co.								
6. Name and Address of Lienholder or Authorized Agent Kay Bank 100 East Main St. Sometown, TX 12345								
7A. Lienholder Signature (By) /s/ Bill Bank			7B. Title/Relationship (of the Individual Signing in the Representative Capacity)			7C. Date 10-15-2012		
7A. Lienholder Signature (By)			7B. Title/Relationship (of the Individual Signing in the Representative Capacity)			7C. Date		
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.								

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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.

***--23.5 Completing CCC-10**

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 FFAS Employee Forms/Publications Online Website at
<http://fsaintranet.sc.egov.usda.gov/dam/ffasforms/forms.html>.--*

23.5 Completing 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 entity - the 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.

This form is available electronically. Form Approved – OMB No. 0560-0215

CCC-10
(08-31-11)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation
Farm Service Agency

REPRESENTATIONS FOR COMMODITY CREDIT CORPORATION OR FARM SERVICE AGENCY LOANS AND AUTHORIZATION TO FILE A FINANCING STATEMENT AND RELATED DOCUMENTS

Note: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 761, 7 CFR Part 1436, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to provide CCC's or FSA's notice of intent to protect its security interest, identify debtor or entity, and authorize CCC or FSA to file financing statements before executing a security agreement. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in denial of loan benefits.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0215. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

PART A – INTRODUCTION

The undersigned is an applicant for a loan from the Commodity Credit Corporation (CCC) or the Farm Service Agency (FSA), or is currently indebted to CCC or FSA on account of loans previously made or will encumber, pledge or mortgage property to CCC or FSA to secure payment of a loan made or to be made by CCC or FSA. The undersigned understands that CCC or FSA will take or has taken a security interest in collateral to secure the payment of any loan made or to be made, that CCC or FSA will file or has filed a financing statement or an amended financing statement to perfect its security interest in such collateral, that the information provided in this instrument will affect the contents of the financing statement or any amended financing statement and where it will be filed and that CCC or FSA will rely upon this information provided by the undersigned. For warehouse-stored CCC marketing assistance loans, I understand that a financing statement will not be filed but this form is necessary to establish the jurisdiction in which a lien search will be conducted. Further, the undersigned understands that CCC or FSA will continue to use this information for any future loans to be made to the undersigned until the undersigned notifies CCC or FSA of any changes. The undersigned agrees to immediately notify CCC or FSA of any changes in this information.

PART B – REPRESENTATION OF UNDERSIGNED

1. Type of Undersigned:	☒ Individual ☐ Organization or Entity	2. Social Security Number or Tax Identification Number (9 Digits)	111-XX-79X1
3. Undersigned's Full Legal Name	John Rosco Smith, Jr.	4. Spouse's Full Legal Name	Anita LuAnne Baxter Smith
5. State and County of Primary Residence if Undersigned is an Individual	New Jersey, Adams Co.	6. If Undersigned is an Organization or Entity, Specify the Type of Organization or Entity	
7. If undersigned's organization or entity is a registered organization or entity, specify the state in which the organization or entity was created.			
8. If undersigned's organization is a non-registered organization or entity, specify the state where the place of business is located or where the organization or entity conducts its affairs.			

PART C – AUTHORIZATION TO FILE

9. The undersigned authorizes CCC or FSA to file a financing statement under the name of the undersigned for collateral to be described in the financing statement and security agreement at any time following the date that this instrument is signed. By signing below, I give CCC or FSA permission to file a financing statement prior to the execution of the security agreement, as well as to file amendments and continuations of the financing statement thereafter.

I authorize CCC to enter on the financing statement a broader description of the collateral used to secure a CCC marketing assistance loan than the description on the applicable security agreement.

10A. Signature of Individual in Item 3 (By)	10B. Title/Relationship of the Individual Signing in the Representative Capacity	10C. Date (MM-DD-YYYY)
/s/ John Rosco Smith, Jr.		11-21-20XX
10D. Signature of Individual in Item 4 (By)	10E. Title/Relationship of the Individual Signing in the Representative Capacity	10F. Date (MM-DD-YYYY)
/s/ Anita LuAnne Baxter Smith		11-21-20XX
11A. Signature for Organization or Entity in Item 3 (By)	11B. Title/Relationship of the Individual Signing in the Representative Capacity	11C. Date (MM-DD-YYYY)
11D. Signature for Organization or Entity in Item 3 (By)	11E. Title/Relationship of the Individual Signing in the Representative Capacity	11F. Date (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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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 Completion and Example of 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 12. Part C is continued on CCC-605, --* Page 3, 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-9C	Each individual producer (other than the contact producer) who signed the loan note and security agreement enters their signature, title and/or relationship, and date of signature.
Part D	
10-13	Agents must endorse Items 10 through 13 if they transfer their authority to a subsequent agent.
Part E	
14	For CCC use only.
Part F	
Part G	
	For CCC use only.--*

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.

*--

This form is available electronically.		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
CCC-605 (05-23-13)		AUTHORIZATION OF ELECTRONIC AGENT AND DESIGNATION OF AGENT - COTTON	
Instructions for completing CCC-605: Producer reads Parts A and B. All Producers who signed the note and security agreement (CCC Cotton A) for the loan identified in Part B, Item 4 must sign Part C. Agents complete Part D to transfer designation to a subsequent agent.			
PART A - TERMS OF AUTHORIZATION FOR CCC TO USE ELECTRONIC AGENT DESIGNATION			
1. For purposes of this authorization: a. The term "Provider" means the individual or entity that maintains electronic warehouse receipts for the collateral applicable to the loan identified in Part B of this authorization in a central filing system. As of September 1, 2006, the CCC-approved Providers were: EWR, Inc., FAMBRO Electronic Warehouse Receipts, Inc., Intelligent Storage Services, Inc., and Plains Cotton Cooperative Assoc. The list of Providers can change and may have changed by the time this document is executed. b. The term "Designated Agent" means the individual or entity identified by the Provider on the electronic warehouse receipt bale data file as being authorized, through a grant by the Producer or by succession to a grant by the Producer, to redeem all or a portion of the cotton pledged as collateral for the loan(s) identified in Part B, Item 4 of this authorization. 2. The undersigned Producer(s) hereby requests and authorizes CCC to accept repayment of all bales of the loan or loans, as identified in Part B, Item 4 of this authorization, from the individual or entity identified as the Designated Agent on the electronic warehouse receipt bale data file maintained by the Provider for such loan collateral. Producer agrees further that the Producer will hold CCC harmless for any errors that may result from reliance on the information supplied in that regard by the Producer through the electronic warehouse receipt or otherwise. 3. The undersigned Producer(s) may request cancellation of this authorization by submitting a signed and dated request of such cancellation that identifies the applicable loan number. Producer agrees that CCC will not permit the loan collateral identified in Part B, Item 4 to be redeemed by the Producer at a County Office until the producer cancels this authorization. Producer acknowledges that cancellation of this electronic authorization and agent designation occurs when the electronic record is affected and not at the time of the producer request, and that cancellation of the electronic authorization does not constitute cancellation of any agency designation provided in Part B.			
PART B - DESIGNATION OF AGENT FOR LOAN REDEMPTION			
THE UNDERSIGNED PRODUCER(S) ("PRODUCER") hereby authorizes the agent identified in Item 6 or, if applicable, the subsequent agent identified by endorsement on Page 2 of this form or the execution of a Form CCC-605-2, to redeem all or a portion of the cotton pledged as collateral for the loan identified in Item 4 B, and to utilize CCC's centralized electronic redemption process for such redemption. The Producer agrees that no other Form CCC-605 has been or will be executed with respect to such cotton. If this form covers all the warehouse receipts pledged as security for the loan as described in Item 4 B, mark "ALL" in Item 5. If this designation of agent is for only some of the warehouse receipts pledged as security for the loan, mark "see attached Form CCC-605-1, or other list" and enter the bale receipt number(s) in numerical order on Form CCC-605-1 or other list properly dated and signed by the producer. Attach CCC-605-1 or other list to this form. Title to the cotton shall, without a sale thereof, immediately vest in CCC upon maturity of the loan. CCC shall have no obligation to pay for any market value which the cotton may have in excess of the amount of the loan. CCC may sell, transfer and deliver the cotton or documents evidencing title thereto at such time, in such manner, and upon such terms and conditions as CCC may determine, without demand, advertisement, or notice of the time and place of sale. CCC does not guarantee that the cotton subject to this agreement will be permitted to be redeemed at a level lower than the original loan level if the producer has exceeded statutory Adjusted Gross Income amounts. In addition, CCC does not guarantee that the cotton subject to this agreement will not be redeemed by anyone other than the designated agent or that the warehouse receipts representing the cotton will not be released to anyone other than the designated agent.			
4. Loan Number to which authorization for electronic redemption applies to all bales:		5. Loan Quantity Applicable to this Agent Designation	
A. Crop Year:	B. Loan Number:	☐ All ☐ See attached Form CCC-605-1 or other list	
C. Maturity Date	D. File Sequence Number		
6A. Agent's Name and Address (Including Zip Code)		7A. Name and Address of County FSA Office Providing Loan	
6B. Holder ID Number:		7B. FAX Number:	
PART C - SIGNATURE OF PRODUCER(S) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT (CCC COTTON A) FOR LOAN(S) (SIGNATURES CONTINUED ON PAGE 4) TO DESIGNATE AND AUTHORIZE AN AGENT			
8A. Name and Address of Contact Producer (Include Zip Code)		8B. Telephone Number (Include Area Code)	
		8C. Signature of Contact Producer	8D. Date (MM-DD-YYYY)
9A. Other Producers Signature	9B. Title/Relationship of the Individual Signing in the Representative Capacity		9C. Date (MM-DD-YYYY)

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CCC-605 (05-23-13)		(Page 2 of 4)
PART D - ENDORSEMENT		
The transfer or endorser must complete the relevant information for each transfer. Failure to complete the information renders this CCC-605 void.		
BY ENDORSEMENT:		
10. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	11. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	
12. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	13. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	
PART E - FOR COMMODITY CREDIT CORPORATION'S USE ONLY		
14. Date Received (MM-DD-YYYY)		

5-30-13

27 Completing Designation of Agent Forms (Continued)

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

CCC-605 (05-23-13)		(Page 3 of 4)
PART F - FOR COMMODITY CREDIT CORPORATION'S USE ONLY		
The undersigned producer(s) hereby:		
1. Understands that the producer may grant authorization to transfer (relocate) the producer's loan cotton only to the agent designated and authorized in Part B, Item 6 of this form. The producer is not obligated by CCC to grant authorization to transfer loan cotton as a condition of designating and authorizing any agent to redeem from the loan all or a portion of the cotton identified in Item 4B. 2. Authorizes the agent identified in Part G, Item 21, or if applicable, the subsequent agent identified by endorsement on Page 2 of this form or the execution of a form CCC-605-2, to transfer all or a portion of the cotton pledged as collateral for the loan identified in Item 4B of this form to another warehouse that has entered into a cotton storage agreement with CCC, on the condition that if the agent named in Part G, Item 21, or a properly designated subsequent agent, requests such a transfer, the agent will be responsible for any loss of quantity, quality, or value, or for any charges that may result from the transfer or intended transfer of cotton including but not limited to, those associated with the receipt, compression, storage, transportation, and restocking or load-out of the cotton from the shipping warehouse. 3. Requests and authorizes CCC to settle the obligation of the loan identified in Item 18, if requested before the maturity of such obligation, based on the original loan terms and credits and charges applicable at the shipping warehouse; and, requests and authorizes CCC to settle the obligation of such loan, or any portion of such loan, upon delivery of the loan collateral to CCC, based on the credits and charges applicable to such delivered collateral at the receiving warehouse. 4. Agrees that CCC shall not be held responsible for any charges, fees, costs, or expenses incident to the transfer of cotton loan collateral. 5. Understands that (i) CCC does not assume any loss in quantity or quality resulting from transfer of loan collateral; (ii) CCC shall hold the producer responsible for losses or charges including those that, despite Part G, Item 2, of this agreement, are not paid by any agent of the producer; and (iii) the transfer may occur without notice to the producer of the date of relocation or the new location of the cotton. 6. Understands that the cotton may not be eligible for storage credits for the entire term of the loan and agrees to refund upon demand by CCC all excessive storage credits that may have been applied at time of loan redemption. 7. Understands that CCC shall consider the authorizations provided by both Parts B and Part G of this form as cancelled if the producer provides written notification to CCC that the designation of agent is cancelled. A producer may not authorize an agent to transfer loan cotton unless such agent is also authorized to repay the producer's loan obligation for the same cotton.		
15. Crop Year	16. Loan Number	18. Loan Quantity Applicable to this Agent Authorization
17A. Maturity Date	17B. File Sequence Number	☐ All ☐ See attached list
19A. Agent's Name and Address (Including Zip Code)		
19B. Holder ID Number:		
PART G - SIGNATURE OF PRODUCER(S) WHO SIGNED LOAN NOTE AND SECURITY AGREEMENT TO AUTHORIZE TRANSFER OF COTTON LOAN COLLATERAL SUBJECT TO THIS AGENT DESIGNATION / AUTHORIZATION		
20A. Name and Address of Contact Producer (Including Zip Code)		20B. Telephone Number (Include Area Code)
		20C. Signature of Contact Producer
		20D. Date (MM-DD-YYYY)
21A. Other Producer Signature	21B. Title/Relationship of the Individual Signing in the Representative Capacity	21C. Date (MM-DD-YYYY)
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1427, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used by the cotton producer to designate and authorize an agent to redeem all or a portion of the cotton pledged as collateral for a cotton loan. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for the cotton producer to designate and authorize an agent to redeem all or a portion of the cotton pledged as collateral for a cotton loan. This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html , or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov . USDA is an equal opportunity provider and employer.		

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Page 2-40.6

27 Completing Designation of Agent Forms (Continued)

--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 Receipt Number	List of applicable warehouse receipt numbers in numerical order must be entered.
Signature and Date	Producer's signature and date or, if applicable, transferring agent's signature and date must be entered. Note: If CCC-605-2 is prepared according to paragraph 206, signature is not required.

27 Completing Designation of Agent Forms (Continued)

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

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

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This form is available electronically.

CCC-605-1
(05-23-13)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

DESIGNATION OF AGENT - COTTON
(CONTINUATION SHEET TO FORM CCC-605)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1427, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used by the cotton producer to designate and authorize an agent to redeem all or a portion of the cotton pledged as collateral for a cotton loan. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/PSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for the cotton producer to designate and authorize an agent to redeem all or a portion of the cotton pledged as collateral for a cotton loan.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration).

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

1. PRODUCER'S NAME AND ADDRESS (Including Zip Code)	2. AGENT'S NAME AND ADDRESS (Including Zip Code)	3. COUNTY OFFICE HOLDING WAREHOUSE RECEIPTS
4. MATURITY DATE (MM-DD-YYYY)	5. LOAN NUMBER	6. CROP YEAR

7. List warehouse receipt numbers in numerical order.

WHSE. RECEIPT NO.	WHSE. RECEIPT NO.	WHSE. RECEIPT NO.	WHSE. RECEIPT NO.
1.	21.	41.	61.
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.	59.	79.
20.	40.	60.	80.

8A. SIGNATURE OF PRODUCER (BY)	8B. TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	8C. DATE (MM-DD-YYYY)
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The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-8992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

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27 Completing Designation of Agent Forms (Continued)

--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.

27 Completing Designation of Agent Forms (Continued)

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

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

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This form is available electronically. CCC-605-2 (05-23-13)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
DESIGNATION OF SUBSEQUENT AGENT – COTTON			
NOTE: <i>The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1427, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used by the subsequent agent to act on behalf of the cotton producer or another subsequent agent to redeem a portion of the cotton pledged as collateral for a cotton loan. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for the subsequent agent to act on behalf of the cotton producer or another subsequent agent to redeem a portion of the cotton pledged as collateral for a cotton loan.</i> <i>This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F – Administration).</i> <i>The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</i>			
INSTRUCTIONS: Items 1 - 8 must be completed by Agent.			
PART A – LOAN AND AGENT DATA			
1. AGENT'S NAME AND ADDRESS	2. SUBSEQUENT AGENT'S NAME AND ADDRESS	3. OFFICE HOLDING WAREHOUSE RECEIPTS	
4. MATURITY DATE (MM-DD-YYYY)	5. LOAN NUMBER	6. NUMBER OF BALES	7. CROP YEAR
PART B - DESIGNATION OF SUBSEQUENT AGENT FOR LOAN REDEMPTION			
THE UNDERSIGNED AGENT ("AGENT") hereby authorizes the subsequent agent identified Item 2 as the agent to act on behalf of the Producer or another subsequent agent as evidenced by endorsement on Page 2 of this form or the execution of a subsequent Form CCC-605-2, to redeem the cotton pledged as collateral for the loan identified in Part A which is listed on the attached Form CCC-605-1 or other list properly dated and signed by the Agency. The Agent agrees that no other Form CCC-605-2 has been or will be executed with respect to such cotton. A copy of the CCC-605 and any other CCC-605-2 that provide proof of the Agent's authority to designate a subsequent agent shall be attached. Title to the cotton shall, without a sale thereof, immediately vest in CCC upon maturity of the loan. CCC shall have no obligation to pay for any market value which the cotton may have in excess of the amount of the loan. CCC may sell, transfer and deliver the cotton or documents evidencing title thereto at such time, in such manner, and upon such terms and conditions as CCC may determine, without demand, advertisement, or notice of the time and place of sale. CCC does not guarantee that the cotton subject to this agreement will be permitted to be redeemed at a level lower than the original loan level if the producer has exceeded statutory Adjusted Gross Income amounts. In addition, CCC does not guarantee that the cotton subject to this agreement will not be redeemed by anyone other than the designated agent or the warehouse receipts representing the cotton are not released to anyone other than the designated agent.			
8A. SIGNATURE OF AGENT	8B. Title/Relationship of the Individual Signing in the Representative Capacity	8C. DATE (MM-DD-YYYY)	
9. REMARKS			
<i>The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).</i> <i>If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.</i>			

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CCC-605-2 (05-23-13)		(Page 2 of 2)	
ENDORSEMENTS			
THE TRANSFEROR OR ENDORSER MUST COMPLETE THE RELEVANT INFORMATION FOR EACH TRANSFER. FAILURE TO COMPLETE THE INFORMATION RENDERS THIS CCC-605-2 VOID.			
Endorsement transfers both functions specified in Part B, and the transferor agent's authority is extinguished.			
10. BY ENDORSEMENT:			
A. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	D. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)		
B. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	E. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)		
C. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)	F. _____ (Name of agent) does hereby transfer the functions specified in Part B: TO _____ (Name of subsequent agent) BY _____ (Signature of agent)		

Page 2-45

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.

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

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: • 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 • the terms and conditions of verbal options to purchase or sales contracts.

28 Beneficial Interest Requirements (Continued)

B Procedures (Continued)

Step	Action		
2	IF producer provides LSA...	AND the same contract or sales option has...	THEN LSA shall...
	a written option to purchase or sales contract	not been submitted by any producer before for this crop year or beneficial interest is questioned	- submit copy to County Office where LSA is located - request County Office to determine when beneficial interest passes according to 7-CN, paragraph 103 Note: County Offices shall respond to LSA's within 10 workdays unless contract is referred to the State Office. - go to step 3.
		been submitted before for this crop year or beneficial interest is not questioned	go to step 3.
	certification that no written option to purchase or sales contract exists		go to step 5.
3	Using memorandum from County Office and, if necessary, by contacting producer, determine whether beneficial interest has already passed or will pass before loan or LDP can be processed.		
4	IF beneficial interest has...	THEN...	
	not passed	- attach the memorandum from the County Office to documents referencing when beneficial interest passes - go to step 5.	
	passed or will pass before loan or LDP documents can be processed	stop the process - return documents to producer with attachment informing producer of denial, reason, and that the producer may appeal the denial to the County Office.	
5	Continue the loan or LDP process.		

29 Lobbying Disclosure Requirements, Compliance, and Reporting**A Applicability**

The disclosure requirement applies to:

- cotton loans with a principal value exceeding \$150,000 * * *
- 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)

F Example of SF-LLL (Continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or 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 make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, 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 material change 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 Federal 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 subawardee 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 Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level 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 number 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/loan 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 reporting 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.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

30 CCC-770 LSA

A Background

The Improper Payments Information Act of 2002 required each agency to:

- identify programs and activities susceptible to significant improper payments
- estimate the annual amount of improper payments and report that estimate to Congress
- report the actions taken to reduce improper payments, including possible causes, and a description of the steps in place to ensure accountability for reducing improper payments.

B LSA Action

LSA employees shall:

- *--obtain CCC-770 LSA (see Exhibit 11) from FSA PSD--*
- locally reproduce CCC-770 LSA
- complete CCC-770 LSA for the first 5:
 - MAL's
 - LDP's processed to the extent that all items are dated when they are completed or marked "Not applicable"
- maintain a copy of CCC-770 LSA in each MAL or LDP folder
- certify by signing CCC-770 LSA as a preparer that each item is complete.

Note: All employees who are directly involved with each MAL or LDP shall certify and date CCC-770 LSA. For example, an employee involved with MAL disbursement *--shall sign and date CCC-770 LSA **before** MAL is disbursed. If another employee--* is involved with MAL repayment, the other employee shall also sign and date CCC-770 LSA when MAL is repaid.

31-35 (Reserved)

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 Note: 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)

E Completing CCC Cotton A-5 (Continued)

*--

CCC Cotton A-5 U.S. DEPARTMENT OF AGRICULTURE (09-21-10) Commodity Credit Corporation		A. COUNTY OFFICE NAME AND ADDRESS Acme LSA 100 Lubbock Street Lubbock, TX 12345-2006		B. CROP YEAR 2006	
STATEMENT OF ELIGIBILITY AND INFORMATION WORKSHEET					
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 1427, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility to pledge cotton as collateral for a loan. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FS-2, Farm Records File (Automated) and USDA/FS-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to pledge cotton as collateral for a loan. This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F – Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.					
PART A – ELIGIBILITY AND RELATED INFORMATION					
1A. Contact Producer's Name, Address And Last 4 Digits Of Identification Number James Wise Box 333 Yuna, AZ 11111 XXXX		1B. Crop Share 100 %		4A. Farm Number(s) Where Cotton Was Produced 1111 4B. ACRE Enrolled: (Check one below): ☐ Yes ☐ No 5. Gin Code 41560	
2A. Other Producer's Name, Address And Last 4 Digits Of Identification Number		2B. Crop Share %		6. No. of Warehouse Receipts 300 7. Date Last of Required Documents Received (MM-DD-YYYY) 12-18-20XX	
3A. Other Producer's Name, Address And Last 4 Digits Of Identification Number		3B. Crop Share %		8. Date Application Received (MM-DD-YYYY) 12-18-20XX 9. File Name	
PART B - CERTIFICATION					
The undersigned producer(s) ("Producer") requests a Commodity Credit Corporation (CCC) loan on the cotton referenced in Items 4-6 and identified on a bales list separately provided. The Producer(s) certifies regarding the cotton to be pledged as collateral for this loan, that the producer: (1) has and will retain, beneficial interest in it until satisfaction of any loan obligation, (2) will provide CCC warehouse receipts for the cotton loan collateral, (3) shall not enter into any option to purchase agreement that requires the Producer to pledge the cotton to CCC as collateral for this loan, (4) had risk in the production of the cotton, and (5) has not been convicted of a controlled substance violation according to 1-CM.					
10A. Contact Producer's Signature (By)		10B. Title/Relationship (of the individual signing in the Representative Capacity)		10C. Date (MM-DD-YYYY)	
ITEM		N/A		YES	
NO		ITEM		YES	
NO		NO		NO	
11. Did operator separate landlord's bales?		13. Is the loan quantity reasonable based on County committee Maximum established yield?			
12. Is there a lien on the crop?					
14. If the answer to Item 12 is "YES", enter the name and address of lienholder(s):					
PART C – CCC APPROVAL (FOR CCC USE ONLY)					
15A. Signature of CCC Representative		15B. Title of CCC Representative		15C. Date (MM-DD-YYYY)	
				15D. Action ☐ Approved ☐ Disapproved	
16. Remarks:					
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.					

--*

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. Note: 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. Computation: 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. Note: If charges for providing new bale ties is applicable, see 7-CN, paragraph 174.
(7 a) and (8 a)	Enter the gross loan amount.
(7 b), (7 c), and (8 b)	Leave blank.
(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. Note: 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. Important: 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. Note: 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. Note: This date must be the same as or before the disbursement date.
(16)	Enter LSA's name, address, and phone number.

The following is an example of CCC-Cotton A.

[illegible]

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39 Using CCC-Cotton A Continuation (Continued)

B Completing CCC-Cotton A Continuation (Continued)

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

*--

READ THE ENTIRE INSTRUMENT BEFORE SIGNING (See CCC-601 for the Privacy Act Statement)		Form Approved - OMB No. 0560-0074	
CCC-Cotton A Continuation (02-18-94)		1. ST. & CO. CODE	2. LOAN NO.
U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		13-113	
CCC-COTTON A CONTINUATION SHEET		3. CROP YEAR	4. COMMODITY
		9X	UP
PRODUCER -A-	ID NUMBER -B-	PRODUCER SHARE -C-	
Jane Doe	402-66-7699	.1333	
5. NAMES AND SIGNATURES OF ADDITIONAL PRODUCERS AGREEING TO THIS LOAN AS SPECIFIED ON CCC-COTTON A.			
Any signatories below agree to all terms and conditions specified in Form CCC-Cotton A and any other Form CCC-Cotton A Continuation with the same loan number stated in Section 2 of this CCC-Cotton A Continuation.			
Signature		Date	
/s/ Jane Doe		11-23-9X	
This program will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, marital status, or disability.			

--*

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. Note: Cotton stored at different warehouses must be processed as separate loans.	
7	IF...	THEN...
	upland cotton	enter gin code from the warehouse receipt. Note: Cotton ginned at different gins must be processed as separate loans.
	ELS cotton	leave blank.

Part 4 Loan Servicing

50 Overview

A Purpose

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

- repayments using cash

* * *

- 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.

51 Loan Repayments Using Cash (Continued)

B LSA Loan Repayment Procedures (Continued)

Step	Action
4	Update records to indicate bales repaid and those remaining under loan.
5	Inform producer or, if applicable, designated agent on CCC-605 of amount due CCC.
6	Accept payment from producer or, if applicable, designated agent on CCC-605 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.
9	Release EWR's or return individual card warehouse receipts released by CCB to producer or, if applicable, designated agent on CCC-605.

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 charges 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 date documents provided (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.

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

72.5 Establishing LDP Eligibility Before BI Is Lost (Continued)

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

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This form is available electronically.

CCC-633 EZ (07-31-09)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. Name and Address of Producer (Include ZIP Code) (Please Print)	
LOAN DEFICIENCY PAYMENT (LDP) AGREEMENT AND REQUEST		2. Telephone or Cell Number (Include Area Code)	
		3. ID Number (Last 4 Digits)	4. Crop Year
All eligible producers entering into this agreement MUST meet marketing assistance loan eligibility and have beneficial interest in the quantities covered by this agreement for the applicable crop year when signing this form. A producer is considered to have beneficial interest in the specified quantities if the producer has ALL of the following:		5. State(s) and County(s)	
• title to the commodity		• control of the commodity	
File this form BEFORE loss of beneficial interest (title and control) to indicate your intentions to receive Loan Deficiency Payment (LDP) benefits for this crop year for all counties and all eligible harvested, sheared, or slaughtered commodities for the individual, joint operation, or entity identified in Item 1. The CCC-633 EZ - LDP Request (Page 2), Cotton LDP Request (Page 3), or Request for Wool, Mohair, or Unshorn Pelt LDP (Page 4) must be completed BEFORE the final loan/LDP availability date to receive LDP benefits.			
PART A - TERMS AND CONDITIONS			
• The LDP rate will be based on the earlier of: a) the date beneficial interest is lost as applicable to specific commodity provisions; or b) the LDP request date as submitted on the CCC-633 EZ (Page 2) Part E, or CCC-633 EZ (Page 4) for wool, mohair, and unshorn pelts. For cotton LDP's requested on CCC-633 EZ Cotton (Page 3), the LDP rate will be based on the information provided on Page 3.			
• Quantities covered by this agreement were produced by the producer and not purchased or acquired directly or indirectly from any other source or committed under a marketing agreement to a Cooperative Marketing Association (CMA.)			
• As a condition of receiving an LDP, a producer (or members of a CMA) must first resolve delinquent federal non-tax debt(s). The debt(s) must be resolved before the final loan/LDP availability date.			
• CCC may request copies of contracts and supplemental documentation to determine eligible quantity and when beneficial interest was lost.			
• If a Marketing Assistance Loan (MAL) is disbursed for a quantity covered by this agreement and the MAL is repaid at a price less than principal and interest, this agreement becomes null and void for that specific quantity.			
• All producers with an interest in the quantity covered by this agreement must sign a CCC-633 EZ Part C, to obtain LDP benefits.			
PART B - METHODS OF PAYMENT REQUEST (Request must be submitted by final loan/LDP availability date.)			
• For quantities represented by verifiable production evidence under this agreement, submission of evidence in combination with Part E, Part N, or Part O of this form as applicable shall be considered a request for payment. Evidence must include sufficient data to determine producer and commodity eligibility and LDP rate.			
• For quantities for which verifiable evidence is unavailable (i.e., certified quantities, fed quantities, quantities used for seed, silage, etc.), the request for payment shall be initiated by recording a certification of quantity on Part E, Part N, or Part O of this form as applicable. Additional information may be requested by CCC to determine producer and commodity eligibility and LDP rate.			
• Submission of an eLDP shall be a request for payment. The CCC-633 EZ Part E is not required for that specific quantity.			
• For Cotton Producers Only: Producer agrees: a) any request for a module lock-in or post-ginning LDP is irrevocable and cannot be cancelled or revised unless the LDP is denied due to AGI; b) any request for a gin-direct LDP is irrevocable on or after the date of ginning; c) entry of information on Page 3 of this application constitutes an irrevocable application for the Adjusted World Price (AWP) to be locked in on the date an accurately completed application is submitted for an LDP based on gin-provided documentation identifying the bales produced from the module/storage unit for which the AWP lock-in applies.			
PART C - PRODUCER SIGNATURE AND CERTIFICATION (For additional signatures, complete CCC-633 EZ Continuation, Part C)			
I/we certify all information entered on this form is true and correct. By certifying to the terms and conditions in Part A, the producer(s) hereby enters into this agreement with CCC for all eligible commodities. The producer(s) agrees: 1) any false claim or false statement may lead to civil liability or criminal prosecution; 2) LDP's may be selected for spot-check and the producer will be required to provide supplemental documents to determine program eligibility; 3) to forgo a commodity loan on the quantity requested for LDP unless a quantity is denied LDP due to payment limitation; 4) not to refund any LDP amount in order to obtain a commodity loan; 5) this agreement and subsequent payment request is subject to CCC determination of producer and commodity eligibility subject to 7 CFR Parts 1421, 1425, 1427 and 1434; 6) that CCC shall require refund of LDP, plus interest, from the date of payment if producer(s) and/or commodity is later determined ineligible by CCC; 7) CCC shall assess administrative penalties and/or liquidated damages in accordance with 7 CFR Parts 1421, 1425, 1427 or 1434, as applicable, if producer(s) misrepresented the eligible quantity and/or commodity covered by this agreement; 8) the maximum eligible quantity and yield determinations must equal the quantity and yield determinations for disaster or crop insurance indemnity payments, when and if applicable; and 9) to submit the applicable CCC-633 EZ, Page 2, Page 3, Page 4 or an eLDP online request before obtaining LDP amounts.			
6A. Producer's Signature (BY)	6B. Title/Relationship (Individual Signing in a representative capacity)	7. Date (MM-DD-YYYY)	6A. Producer's Signature (BY)
6B. Title/Relationship (Individual Signing in a representative capacity)		7. Date (MM-DD-YYYY)	
PART D - CCC AGREEMENT (FOR CCC USE ONLY)			
8. Signature of CCC Representative	10. Date (MM-DD-YYYY)	11. Additional Information	12. Name and Address of County FSA Office or LSA or DMA
9. Title of CCC Representative			
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1421, 7 CFR Part 1425, 7 CFR Part 1427, 7 CFR Part 1434, and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility for program benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits. This information collection is exempted from the Paperwork Reduction Act as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F-Administration). The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.			
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.			

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72.5 Establishing LDP Eligibility Before BI Is Lost (Continued)

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

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CCC-633 EZ (07-31-09)										
PART E - REQUEST FOR LDP										
13A. Contact Name and Address of Producer (Include Zip Code) (Please Print)			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. ☐ YES ☐ NO	
			16. State and County where Farm Records are Maintained							
A completed CCC-633 EZ, Page 1 must be on file before beneficial interest (title and control) is lost in the requested quantity for this to be considered a valid request for payment. This request for payment, with acceptable production evidence (if applicable), must be submitted to the County FSA office that administers the farm records for the requested commodity and quantity.										
Complete Items 19 through 23 and sign/date below. Indicate in Item 21 if this is a certified LDP, request for measurement service, or indicate production evidence is attached, as applicable. When beneficial interest has been lost, indicate date of sale, fed, used for seed, etc., as applicable, in Item 23. If additional entries are needed, provide data on an additional CCC-633 EZ, Page 2.										
18. LDP No. (CCC Use Only)	19. Commodity Class, Variety, Type	20. Net Quantity Requested and Unit of Measure (bu., tons, cwt., lbs., etc.)	21. Source of Quantity (Check one of the following)			22. Stored or Delivery Location, if applicable (State, County, Warehouse, or Bin Site) Examples: Warehouse-Stored: Ohio, Athens Co., ABC Warehouse Farm-Stored: Texas, Webb Co., 30' Butler Bin, North of House	23. Effective Date of LDP Rate (MM-DD-YYYY)		24. LDP Rate (CCC Use Only)	
			A. Certified	B. Measure- ment Service	C. Production Evidence		A. Date of LDP Request or Date Beneficial Interest Was Lost	B. Check to Request Date of Delivery		
			☐	☐	☐			☐		
			☐	☐	☐			☐		
			☐	☐	☐			☐		
			☐	☐	☐			☐		
* If measurement service is requested, I agree to pay the required fee(s) and agree this request is irrevocable. The quantity determined by measurement service will be the maximum quantity eligible at the time of this request. Producer must enter in Item 20, a specific quantity or "ALL" for this LDP application to be valid.										
PART F - PRODUCER CERTIFICATION (For additional signatures, complete CCC-633 EZ Continuation, Part F)										
I certify all information entered on this form is true and correct. By completing Part E and signing and dating this form, I hereby make a request for payment from the Commodity Credit Corporation (CCC) for the commodity described above under the terms and conditions as provided on the CCC-633 EZ, Loan Deficiency Payment (LDP) Agreement and Request. I also understand that a CCC-633 EZ, Page 1 MUST be on file at the FSA County Office for this LDP request to be considered complete.										
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)	25B. Title/Relationship (Individual Signing in a Representative Capacity)	26. Share %	27. Date (MM-DD-YYYY)			
PART G - CCC APPROVAL (FOR CCC USE ONLY)										
28. Signature of CCC Representative		29. Title of CCC Representative		30. Date (MM-DD-YYYY)		31. Action: ☐ APPROVED ☐ DISAPPROVED		32. Additional Information/Second Party Review		

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72.5 Establishing LDP Eligibility Before BI Is Lost (Continued)

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

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CCC-633 EZ (07-31-09)							
PART H - REQUEST FOR COTTON LDP							
33A. Contact Name and Address of Producer (Include Zip Code) (Please Print)			33B. ID No. (Last 4 digits)	34. Telephone or Cell Number (Include Area Code) (Optional)	35. Farm Number	36. Crop Year	37. Are you or any co-applicant delinquent on any federal non-tax debt? If "YES", explain in Item 56. ☐ YES ☐ NO
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:	39. Quantity: (Use Part K for file 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).		
	Gin-Direct	Before Date of Ginning	YES	Date of Ginning ▶	GIN DIRECT ONLY: For each farm number producer enters number of bales or "ALL" to be identified by bale list or file sequence number.		
					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 be verified by bale list or file sequence number):		
	Lost Beneficial Interest	After Ginning	NO	Date Beneficial Interest Lost ▶	D. Producer enters bale quantity (to be verified by bale list or file sequence number):		
PART I - MODULE IDENTIFICATION OF SEED COTTON (Completed for Module Lock-In LDP Request)							
40. Gin Code:				41. Module Location at Farm or Gin:			
42. Gin's Module/Trailer Number:							
PART J - PRODUCER CERTIFICATION (For additional signatures, complete CCC-633 EZ Continuation, Part J)							
I certify all information entered on this form is true and correct.							
43A. Producer's Signature (By)	43B. Title/Relationship (Individual Signing in a Representative Capacity)	44. Share %	45. Date (MM-DD-YYYY)	43A. Producer's Signature (By)	43B. Title/Relationship (Individual Signing in a Representative Capacity)	44. Share %	45. Date (MM-DD-YYYY)
PART K - INFORMATION FOR LDP REQUEST (Complete Upon Receipt of Bale Data Files) (FOR CCC USE ONLY)							
46. LDP Number	47. File Sequence Number(s)		48. Date File(s) Received (MM-DD-YYYY)		49. Bale Count		
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	
51. Action: ☐ APPROVED ☐ DISAPPROVED	52. Date of Signature by CCC Representative (MM-DD-YYYY)		54. AWP on Applicable Date				

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72.5 Establishing LDP Eligibility Before BI Is Lost (Continued)

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

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CCC-633 EZ (07-31-09)											
PART M - REQUEST FOR WOOL, MOHAIR, OR UNSHORN PELT LDP											
57. Contact Name and Address of Producer (Include Zip Code) (Please Print)				58. ID Number (Last 4 Digits)		59. Telephone or Cell Number (Include Area Code)		60. Crop Year		61. Are you or any co-applicant delinquent on any federal non-tax debt? If "YES", explain in Item 86.	
				62. State and County where Farm Records are Maintained						☐ YES ☐ NO	
A completed CCC-633 EZ (Page 1) must be on file for the crop year identified in Item 60 before beneficial interest (title and control) is lost in the requested quantity for this to be considered a valid request for payment. This request for payment, with acceptable production evidence (if applicable), must be submitted to the County FSA office that administers the farm records for the requested commodity and quantity. Complete Items 64 through 69 for wool and mohair or Items 72 through 77 for unshorn lamb pelts and sign/date below. Indicate the source of quantity in Item 67 or 75 if this is a certified LDP, indicate for wool or mohair only if the quantity is in excess of the certified quantity, or indicate if production evidence is attached, as applicable. When beneficial interest has been lost, indicate date of sale, delivery, slaughter, etc., as applicable, as the effective date of LDP rate in Item 69 or 77. If additional entries are needed, provide data on an additional CCC-633 EZ, Page 4.											
PART N - COMPLETED FOR WOOL OR MOHAIR											
63. LDP No. (CCC Use Only)	64. Commodity	65. Type	66. Net Quantity (lbs.)	67. Source of Quantity (Check one of the following)			68. Stored Location (State, County, Warehouse, Farm Storage Location)	69. Effective Date of LDP Rate (Date of Request or Date Beneficial Interest was Lost) (MM-DD-YYYY)	70. LDP Rate (CCC Use Only)		
				A. Certified	B. Production Evidence	C. Qty in Excess of Certified Qty.					
	Mohair ☐	Graded ☐ Ungraded ☐		☐	☐	☐					
	Wool ☐	Graded ☐ Ungraded ☐		☐	☐	☐					
	Mohair ☐	Graded ☐ Ungraded ☐		☐	☐	☐					
	Wool ☐	Graded ☐ Ungraded ☐		☐	☐	☐					
	Mohair ☐	Graded ☐ Ungraded ☐		☐	☐	☐					
	Wool ☐	Graded ☐ Ungraded ☐		☐	☐	☐					
PART O - COMPLETED FOR UNSHORN LAMB PELTS											
71. LDP No. (CCC Use Only)	72. Number of Unshorn Lamb Pelts Requested	73. Use				74. Stored Location (If applicable) (State, County, Warehouse, Farm Storage Location)	75. Source of Quantity (Check one of the following)		76. Current Herd/ Flock Size	77. Effective Date of LDP Rate (Date of Request or Date Beneficial Interest was Lost) (MM-DD-YYYY)	78. LDP Rate (CCC Use Only)
		A. Immediate Slaughter	B. Slaughter for Personal Use	C. Preserved and Stored	D. Sold as Feeders to Lamb Buyer		A. Certified	B. Production Evidence			
		☐	☐	☐	☐		☐	☐			
		☐	☐	☐	☐		☐	☐			
		☐	☐	☐	☐		☐	☐			
PART P - PRODUCER CERTIFICATION (For additional signatures, complete CCC-633 EZ Continuation, Part P)											
I certify all information entered on this form is true and correct and that the commodity was owned/retained for at least 30 days before the date of shearing or slaughter for unshorn lambs. By completing Part N for wool and mohair or Part O for unshorn lamb pelts and signing and dating this form, I hereby make a request for a payment from Commodity Credit Corporation (CCC) for the commodity described above under the terms and conditions as provided on the CCC-633 EZ, Loan Deficiency Payment (LDP) Agreement and Request. I also understand that a CCC-633 EZ, Page 1 MUST be on file at the FSA County Office for this LDP request to be considered complete.											
79A. Producer's Signature (By)		79B. Title/Relationship (Individual Signing in a Representative Capacity)		80. Share %		81. Date (MM-DD-YYYY)		79A. Producer's Signature (By)		79B. Title/Relationship (Individual Signing in a Representative Capacity)	
PART Q - CCC APPROVAL (FOR CCC USE ONLY)											
82A. Signature of CCC Representative		82B. Title of CCC Representative		83. Date (MM-DD-YYYY)		84. Action:		85. Is the quantity for this LDP reasonable?		86. Additional Information/Second Party Review	
						☐ APPROVED ☐ DISAPPROVED		☐ YES ☐ NO			

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72.5 Establishing LDP Eligibility Before BI Is Lost (Continued)

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

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CCC-633 EZ Continuation (07-31-09)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation					
CONTINUATION SHEET FOR LOAN DEFICIENCY (LDP) PAYMENT AGREEMENT AND REQUEST (Use with CCC-633 EZ Pages 1, 2, 3, or 4)							
Attach to Form CCC-633 EZ, Page _____							
Enter a Check by the Appropriate Part to Indicate which Section this Form Applies.							
☐ PART C - PRODUCER CERTIFICATION (CCC-633 EZ Page 1) (Continuation)							
6A. Producer's Signature (By)	6B. Title/Relationship (Individual Signing in a representative capacity)	7. Date (MM-DD-YYYY)	6A. Producer's Signature (By)	6B. Title/Relationship (Individual Signing in a representative capacity)	7. Date (MM-DD-YYYY)		
☐ PART F - PRODUCER CERTIFICATION (CCC-633 EZ Page 2) (Continuation for LDP Request)							
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)	25B. Title/Relationship (Individual Signing in a representative capacity)	26. Share %	27. Date (MM-DD-YYYY)
☐ PART J - PRODUCER CERTIFICATION (CCC-633 EZ Page 3) (Continuation for Cotton LDP Request)							
43A. Producer's Signature (By)	43B. Title/Relationship (Individual Signing in a representative capacity)	44. Share %	45. Date (MM-DD-YYYY)	43A. Producer's Signature (By)	43B. Title/Relationship (Individual Signing in a representative capacity)	44. Share %	45. Date (MM-DD-YYYY)
☐ PART P - PRODUCER CERTIFICATION (CCC-633 EZ Page 4) (Continuation for Wool, Mohair, or Unshorn Pelt LDP Request)							
79A. Producer's Signature (By)	79B. Title/Relationship (Individual Signing in a representative capacity)	80. Share %	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)

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--72.5 Establishing LDP Eligibility Before BI Is Lost (Continued)*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 all 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. Note: 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.

--*

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.

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

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.--*

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)

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.

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CCC-633 EZ (07-31-09)						
PART H - REQUEST FOR COTTON LDP						
33A. Contact Name and Address of Producer (Include Zip Code) (Please Print)			33B. ID No. (Last 4 digits)	34. Telephone or Cell Number (Include Area Code) (Optional)	35. Farm Number	36. Crop Year
						37. Are you or any co-applicant delinquent on any federal non-tax debt? If "YES", explain in Item 56. ☐ YES ☐ NO
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:	39. Quantity: (Use Part K for file 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).	
	Gin-Direct	Before Date of Ginning	YES	Date of Ginning ▶	GIN DIRECT ONLY: For each farm number producer enters number of bales or "ALL" to be identified by bale list or file sequence number.	
					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 be verified by bale list or file sequence number):	
	Lost Beneficial Interest	After Ginning	NO	Date Beneficial Interest Lost ▶	D. Producer enters bale quantity (to be verified by bale list or file sequence number):	
PART I - MODULE IDENTIFICATION OF SEED COTTON (Completed for Module Lock-In LDP Request)						
40. Gin Code:				41. Module Location at Farm or Gin:		
42. Gin's Module/Trailer Number:						
PART J - PRODUCER CERTIFICATION (For additional signatures, complete CCC-633 EZ Continuation, Part J)						
I certify all information entered on this form is true and correct.						
43A. Producer's Signature (By)	43B. Title/Relationship (Individual Signing in a Representative Capacity)	44. Share %	45. Date (MM-DD-YYYY)	43A. Producer's Signature (By)	43B. Title/Relationship (Individual Signing in a Representative Capacity)	44. Share %
PART K - INFORMATION FOR LDP REQUEST (Complete Upon Receipt of Bale Data Files) (FOR CCC USE ONLY)						
46. LDP Number		47. File Sequence Number(s)		48. Date File(s) Received (MM-DD-YYYY)		49. Bale Count
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
51. Action: ☐ APPROVED ☐ DISAPPROVED		52. Date of Signature by CCC Representative (MM-DD-YYYY)		54. AWP on Applicable Date		

Page 3

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--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).

Reports, Forms, Abbreviations, and Redelegations of Authority

Reports

None

Forms

This table lists all forms referenced in this handbook.

Number	Title	Display Reference	Reference
CCC-10	Representations for Commodity Credit Corporation or Farm Service Agency Loans and Authorization to File a Financing Statement and Related Documents	23.5	18, 23, 36
CCC-500	Loan Repayment Receipt		51
CCC-601	Commodity Credit Corporation Note and Security Agreement Terms and Conditions		15, 18, 38, 39
CCC-605	Designation of Agent - Cotton	27	Text
CCC-605-1	Designation of Agent - Cotton (Continuation Sheet to Form CCC-605)	27	18, 24, 26, 27,
CCC-605-2	Designation of Subsequent Agent - Cotton	27	18, 24-26
CCC-633 EZ	Loan Deficiency Payment (LDP) Agreement and Request	72.5	21, Part 5
CCC-674	Certification for Contracts, Grants, Loans and Cooperative Agreements	29	36
CCC-679	Lien Waiver	23	18, 36
CCC-686	Application for Loan or Loan Deficiency Payment by Heirs (On a Commodity Produced by a Person Who Has Died)	22	
CCC-719	ACRS Transaction Report		3, 12, 15, 18, 54
CCC-770 LSA	LSA Cotton Loan and LDP Checklist	Ex. 11	30

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

Forms (Continued)

Number	Title	Display Reference	Reference
CCC-846-1	Recertification of Status for Approved Loan Servicing Agents (LSA's) or Designated Marketing Associations (DMA's)	13	
CCC-846-1A	Recertification of Status for Approved Loan Servicing Agents or Designated Marketing Associations		19.5
CCC-912	Agreement of Authorized Loan Servicing Agent		10, 11, 12
CCC-Cotton A	Cotton Producer's Note and Security Agreement	38	Text
CCC-Cotton A Continuation	CCC-Cotton A Continuation Sheet	39	17, 18, 38
CCC-Cotton A-1	Schedule of Pledged Cotton	40	15, 17, 18, 36
CCC Cotton A-5	Statement of Eligibility and Information Worksheet	37	18, 36
CCC-Cotton AA	Upland Cotton Producer's Loan Deficiency Payment Application and Certification	78	Part 5
CCC-Cotton AA-1	Schedule of LDP for Upland Cotton	79	17, 18, 73
CCC Cotton AA-2	Spotcheck of Upland Cotton Subject to AWP Lock-in	78	75
FSA-211	Power of Attorney	20	Text
FSA-211A	Power of Attorney Signature Continuation Sheet	20	Part 5
SF-LLL	Disclosure of Lobbying Activities	29	36

CCC-912, Agreement of Authorized Loan Servicing Agent

The following is an example of CCC-912.

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This form is available electronically.	
CCC-912 (09-30-08)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation
AGREEMENT OF AUTHORIZED LOAN SERVICING AGENT	
1. Date of Agreement (Day, Month, Year)	2. Name of Authorized Loan Servicing Agent
Note: The authority for collecting the following information is Pub. L. 110-246. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the information to be supplied on this form is the Agricultural Act of 1949, as amended, the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246), and the Commodity Credit Corporation Charter Act, as amended, and regulations (7 CFR Part 1425 and 7 CFR Part 1427). The information will be used to evaluate if the applicant is eligible for LSA status. No further monies or other benefits may be paid out under this program unless this form is completed and filed as required by existing law and regulations (7 CFR Part 1427.19). This information may be furnished to any agency responsible for enforcing the provisions of this program. RETURN COMPLETED FORM TO THE DIRECTOR, PRICE SUPPORT DIVISION, USDA, FSA, STOP 0512 WASHINGTON, D.C. 20013.	
This agreement is entered into on the date indicated above by and between the Commodity Credit Corporation (hereafter referred to as "CCC") and the authorized loan servicing agent indicated above (hereafter referred to as "LSA"). It is the desire of CCC to permit, a person or firm to act as agent for CCC in performing certain administrative functions involved in making loans and loan deficiency payments (LDP's) available to cotton producers through Form A cotton loans in accordance with CCC's cotton loan and LDP program. It is the desire of the person or firm named above to be approved by CCC to render service to producers under the CCC cotton loan and LDP program. The CCC Cotton Loan Program Regulations provide that a person or firm which desires to act as Agent of CCC for these purposes shall execute and file a written agreement with CCC. NOW, THEREFORE, in consideration of the premises and other considerations contained herein, the parties hereto agree as follows: 1. Subject to the other provisions of this Agreement, CCC hereby appoints the person or firm named above (hereinafter referred to as the "LSA") as a loan servicing agent for CCC for the purpose of performing certain services requisite to the making and servicing of CCC cotton loans and LDP's to eligible producers of eligible cotton in accordance with the cotton loan and LDP programs carried out by CCC. The LSA may act as CCC's agent for the following purposes: (a) preparing and executing CCC cotton loan and LDP documents; (b) disbursing CCC cotton loan and LDP proceeds to individual producers; (c) receiving funds from the cotton commercial bank (CCB) for the loan or LDP amount shown on the loan documents presented to the CCB; (d) preparing and executing documents for loan repayments; (e) collecting repayment funds from producers and transmitting such funds to CCC through the CCB; (f) handling documents involved in a claim for loss or damage of loan cotton by CCC or the producer; (g) transmitting documents and advising the CCB to render forfeited collateral to CCC; and (h) collecting data for reporting to CCC as may be prescribed by CCC.	

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CCC-912, Agreement of Authorized Loan Servicing Agent (Continued)

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CCC-912 (09-30-08)

Page 2 of 5

2. In performing the services enumerated in section 1, the LSA shall:

- (a) perform such services in accordance with the procedures outlined in the applicable cotton program regulations 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.
- (b) make and service CCC cotton loans and LDP's, 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;
- (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;
- (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 (as defined in the applicable commodity program regulations) and that the cotton is eligible cotton (as defined in the applicable commodity program regulations);
- (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 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 proceeds are disbursed;
- (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
- (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.

3. Upon notification by the LSA that a producer may request loans and LDP's through the service provided by the LSA, CCC shall:

- (a) determine whether the producer is an eligible producer;
- (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.

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:

- (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) prepare a check payable to CCC for the amount collected by setoff and forward the check to CCC as directed by CCC.

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CCC-912, Agreement of Authorized Loan Servicing Agent (Continued)

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CCC-912 (09-30-08)

Page 3 of 5

5. (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:
 - (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;
 - (b) include the following language (or equivalent language approved by CCC) in any agency agreement entered into between the LSA and a producer:

""[The producer] 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 producer] and the Commodity Credit Corporation. [The LSA] shall disclose to [the producer] all facts which [the LSA] knows or should know would reasonably affect the judgement of [the producer] in permitting [the LSA] to act as agent for both [the producer] 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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CCC-912, Agreement of Authorized Loan Servicing Agent (Continued)

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CCC-912 (09-30-08)

Page 4 of 5

13. (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.
14. The LSA shall maintain, for a period not less than six (6) years following loan closure (repayment or forfeiture) or LDP, current and complete records with respect to executed loan and LDP documents required by this agreement.
15. The LSA shall permit CCC or its representatives to examine the books, loan records, papers, and accounts relating to the activities of the LSA in connection with the making and servicing of CCC cotton loans or LDP's any time during normal business hours. Examination and inspections made by CCC or by a Federal, State, or other body authorized by CCC shall, however, in no way relieve the LSA of its obligations under the terms and conditions of this agreement.
16. No information collected or acquired by the LSA in its capacity as agent of CCC shall be released, supplied, or made available, without prior approval of CCC, to any person other than CCC or the person who supplied such information.
17. (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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CCC-912, Agreement of Authorized Loan Servicing Agent (Continued)

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CCC-912 (09-30-08)

Page 5 of 5

18. The LSA shall hold CCC harmless from any claim made against CCC in connection with any loan or LDP making, loan servicing, or other activity carried out by the LSA which is not in accordance with the terms and conditions of this agreement.
19. (a) This agreement may be terminated by either party at any time upon 30 days notice to the other party.
- (b) CCC may terminate this Agreement without providing 30 days notice if CCC determines that the LSA has failed to meet the terms and conditions of this Agreement.
- (c) Termination of this Agreement by either party is without prejudice to any rights of a party against the other under this agreement arising from a party's failure to meet the terms and conditions of this Agreement.
- (d) If the LSA sends a notice of termination to CCC or receives a notice of termination from CCC, the LSA shall immediately cease the execution of loan or LDP documents.
20. Member Delegate - Unless exemption by 41 U.S.C. 22, no member or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit arising from it. However, this provision does not apply to this agreement to the extent that this agreement is made with such persons in their capacity as producers of agricultural commodities or with a corporation for its general benefit.

IT IS FURTHER AGREED that this Agreement does not render the LSA a Federal employee. It is agreed that this Agreement will become effective upon execution by CCC and will remain in effect until terminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

COMMODITY CREDIT CORPORATION

Attest: (a) _____ Date (b) _____ By (c) _____ Date (d) _____
(Signature) (Signature of Contracting Officer)

Attest: (e) _____ Date (f) _____ By (g) _____ Date (h) _____
(Signature) (Signature of Authorized Loan Servicing Agent)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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CCC-601, Commodity Credit Corporation Note and Security Agreement Terms and Conditions

The following is an example of CCC-601.

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This form is available electronically.
CCC-601
(04-07-10)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

See Page 6 for Privacy Act Statement.

COMMODITY CREDIT CORPORATION NOTE AND SECURITY AGREEMENT TERMS AND CONDITIONS

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 $\frac{1}{2}$ 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 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.

"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.

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

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CCC-601 (04-07-10)

Page 2 of 6

- (c) **Notification.** 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. **EQUAL OPPORTUNITY.** Participation in CCC Programs is open to all eligible applicants without regard to race, color, religion, national origin, age, sex, marital status, or disability.
- 3. **LOAN MATURITY.** The Note will mature at the earlier of the maturity date stated in the Note or any earlier date determined by CCC. If CCC makes demand for payment before the stated maturity date, the producer will be notified in writing of the accelerated maturity date.
- 4. **LIQUIDATION OF NONRECOURSE LOANS.** On or before the loan maturity date, the producer may repay the loan by paying the amount due. If the producer repays the loan at a rate less than the sum of the loan principal plus charges and interest, the producer must provide to CCC evidence of production of the commodity which had been pledged as collateral for the loan. In lieu of repayment of the amount due, the producer may, in accordance with Sections 8 and 9, deliver the collateral to CCC. In the case of farm-stored loans, the producer shall bear all expenses including receiving charges of the delivery of the collateral to the delivery point stated in the delivery instructions issued by CCC. The producer will pay to CCC any costs incurred by CCC if the producer fails to deliver the collateral in accordance with such instructions. All wool and mohair nonrecourse marketing assistance loans not repaid by the loan maturity date must be liquidated through local sales at the farm storage location within a 60-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 the producer.
- 5. **WAIVER OF PRESENTMENT.** The producer waives presentment for payment, demand, protest, notice of protest, and notice of non-payment of the Note.
- 6. **PRODUCER'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.
 - (c) **Movement of Collateral.** 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 Transfer Agreement. If such movement is not completed as instructed by CCC or the collateral is disposed of, either CCC may at its 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 permit inspection of the collateral. If safe access to the collateral is not provided or if the inspection cap on the facility is not opened to permit visual inspection of the collateral, the loan maturity date may be accelerated.

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

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- (e) **Certification.** 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, CCC may at its discretion accelerate the loan maturity date, assess liquidated damages, as specified in Section 6(g), and take other 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 the loan collateral regardless of where stored.
- (g) **Liquidated Damages.** If CCC determines that the producer has violated provisions of Sections 6(c), 6(e), or 7(a), liquidated damages may be assessed on the quantity of the commodity which is involved in the violation. For each violation, CCC will 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 in 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 the 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 CCC will call the loan involved in the violation and require full payment at principal and charges plus interest. For honey, the 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 acted in 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 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 call the loan 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 first 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 liquidated damages plus the principal amount of the loan and charges plus interest.
- (h) **Delinquent Federal Nontax Debt.** 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 producer 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) **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, with 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (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. **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.

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

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- (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 for the quantity which is delivered to CCC. (ii) Settlement of corn is collateral will be made on a shelled corn basis. (iii) If the value of the collateral at settlement is less than 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 loan 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 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

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

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CCC-601 (04-07-10)

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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 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 that accrued before the cotton was pledged as collateral for the loan; (2) any accrued warehouse receiving 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 storage charges for periods of outside storage or charges that exceed the maximum storage credit rates for the loan period paid by CCC to the warehouse.
- (e) **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 CCC cotton loan collateral including unpaid losses on transfers made at the request of an agent of the producer even if the agent had agreed to pay such charges. CCC does not assume any loss in quantity or quality resulting from transfer of the loan collateral. (v) If at any time prior to the maturity date of the loan 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.

10. RECOURSE LOANS.

- (a) **General.** CCC may make recourse loans available to eligible producers of high moisture corn, high moisture grain sorghum, seed cotton, and other commodities, as determined by CCC. If such loans are available, the producer is liable for the entire amount due and may not deliver the collateral to CCC in satisfaction of the amount due, except as may be determined by CCC.
- (b) **Availability of Nonrecourse Loans.** In limited circumstances, CCC may allow the producer to pledge as collateral for a nonrecourse loan the commodity which has been previously pledged as collateral for a recourse loan. The maturity date for such loans shall be as determined by CCC. If this option is made available by CCC, the producer must immediately repay the entire amount due under the recourse loan.
- (c) **High Moisture.** Producers of corn and grain sorghum who normally harvest all or a portion of their crop in a high moisture condition may obtain recourse loans from CCC. High moisture means moisture content in excess of: (i) for corn, 15.5 percent; and (ii) for grain sorghum, 14.0 percent. Producers of such high moisture commodities who deliver such commodities to a feedlot, feed mill, or commercial or on farm high moisture storage that does not meet CCC's requirements for approved storage may acquire, in the same county, a like quantity of such commodity to replace the applicable quantity of high moisture feed grains to obtain a loan. Such producers must: (i) complete the applicable CCC forms; and (ii) provide to

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

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CCC: (A) certified scale tickets which adequately describe the commodity, the weight of the commodity and the moisture content of the commodity; or (B) if such scale tickets are not available, measurements of the high moisture feed grain made while the commodity was in the field or in storage. Such loans will be made on a quantity of feed grains of the same crop acquired by the producer equivalent to a quantity not to exceed the quantity determined by multiplying: (i) the acreage of the feed grain in a high moisture condition harvested on the producer's farm; by (ii) the lower of the farm program yield or the actual yield on a field, as determined by the Secretary, that is similar to the field from which such high moisture feed grains were obtained.

- (d) **Seed Cotton.** The producer may, prior to the maturity date, with the written approval of CCC move seed cotton from the location where stored to a gin in order to gin such cotton and sell the cottonseed obtained therefrom. (i) If prior to the maturity date the amount due has not been paid, the producer will pay to CCC an amount equal to the proceeds obtained from the sale of the cottonseed and the lint cotton or, if a loan or loan deficiency payment is made by CCC with respect to the lint cotton, CCC will deduct the amount due from any such proceeds which are disbursed. (ii) If prior to the maturity date the amount due has not been paid or the collateral has not been ginned, the producer must, as instructed by CCC, move the collateral to a gin at the producer's expense. If the producer fails to move the collateral as instructed by CCC, CCC may enter the premises and remove, gin, and sell the collateral. Any proceeds from the sale of the collateral will be retained by CCC and applied to the amount due. (iii) If the amount due has not been paid and warehouse receipts have been issued with respect to lint cotton obtained from the collateral, the producer will deliver the receipts to CCC or allow CCC to obtain from any person such receipts. CCC may sell such cotton, if the amount due has not been paid by the maturity date.
- (e) **Discretionary Loans.** Commodities which are pledged as collateral for a non-recourse loan as provided in Sections 8 and 9 but which are determined to be ineligible to be pledged as collateral for such a loan due to the quality of the commodity or other factors affecting value of the commodity; or the storage of the commodity is unapproved storage, may, at CCC's sole discretion, be pledged as collateral for a recourse loan.
- (f) **Settlement.** (i) If CCC allows the producer to deliver to CCC in satisfaction of the amount due the quantity of the collateral which is described in the Note, the value of the collateral for purposes of settlement will be equal to the proceeds received from the sale or barter of the commodity. Title to the collateral will vest in CCC only after delivery of the collateral to CCC in accordance with Section 4. (ii) If the value of the collateral at settlement is less than the amount due, the producer will pay to CCC the amount of such deficiency plus charges, and applicable interest with respect to such deficiency from the date of disbursement. (iii) If the proceeds received from the sale or barter of the commodity are greater than the sum of the amount due plus any costs incurred by CCC in conducting the sale of the commodity, the amount of such excess will be paid to the producer or, if applicable, to any secured creditor of the producer.

11. ADMINISTRATIVE AND JUDICIAL REVIEW.

The producer may obtain an administrative hearing in accordance with 7 CFR Part 780 with respect to a dispute arising between CCC and the producer concerning the Note, and must exhaust such administrative remedy prior to initiating a judicial action in a court of competent jurisdiction.

12. DISCLOSURE TO PRODUCERS.

CCC, in its capacity as lien holder of collateral pledged commodities, may share non private information with potential buyers of these commodities. This information may include, but not be limited to, loan quantity and principal.

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1421, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility to sell, assign, or mortgage to CCC as collateral for payment any commodity as described in the terms and conditions on the applicable Note and Security Agreement form (e.g., CCC-677, CCC-678). The information collected on the Note and Security Agreement forms may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration).

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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Certification of No Contract

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

<u>REPRODUCE LOCALLY</u>			
OPTION TO PURCHASE AND SALES CONTRACT CERTIFICATION			
<i>LDP Number</i> _____		<i>Loan Number</i> _____	
<i>The undersigned producer(s) ("Producer") has requested a loan or loan deficiency payment (LDP) from the Commodity Credit Corporation (CCC). With respect to the commodity which will be the subject of such loan or LDP, the Producer certifies that; (1) the Producer has had beneficial interest in the commodity and has not lost such interest before filing the LDP application or loan application; (2) the Producer did not enter into any written option to purchase or any written contract for sale, with respect to the commodity to sell, deliver, or market the commodity, before such loan or LDP was requested; (3) the Producer did not enter into a verbal option to purchase or verbal contract for sale, except as noted below; (4) no payment with regard to such commodity was received before such loan or LDP was requested. The Producer understands that this certification is subject to review by CCC to determine that no option to purchase, contract for sale, or payment was applicable to the commodity. If any option to purchase, contract for sale, or payment is later negotiated while the commodity is pledged for collateral for a loan, the producer agrees to notify the County FSA Office of such event and to provide a copy of such option or contract to the County FSA Office for review. Upon such notification, CCC shall review such option to purchase and contract for sale for a determination of the date beneficial interest would be considered to have been lost. By signing this certification, the Producer warrants and agrees that the making of any fraudulent representation may render the Producer subject to criminal prosecution under Federal law and will result in the refund by the producer of any amounts paid as the result of the fraudulent representation, plus interest.</i> <i>Terms and Conditions of Verbal Contract:</i> _____ _____			
_____ <i>Signature of Producer</i>	_____ <i>Date</i>	_____ <i>Signature of Producer</i>	_____ <i>Date</i>

CCC-770 LSA, LSA Cotton Loan and LDP Checklist

The following is an example of CCC-770 LSA.

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This form is available electronically.			
CCC-770 LSA (05-23-13)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	
LSA COTTON LOAN AND LDP CHECKLIST		1. Applicant's Name	2. Date of Application (MM-DD-YYYY)
		3. State Office Name	4. LSA Name
		5. Loan/LDP Number	6. Crop Year
6. Pre MAL or LDP DMA Actions		Handbook or Other Applicable References	Date Completed
A. Discuss key program provisions with applicant.		7-CN, CN Notices	
B. Obtain name, address and ID number used to conduct business with FSA. Obtain farm data such as FSN and crop shares.		1-CMA, paragraph 225	
C. Obtain FSA-211 if requested. If producer is an entity or joint operation, obtain documents authorizing representative to sign.		22-CN, paragraph 20 1-CM, Part 25, Section 3	
D. Obtain CCC-10 if a current one is not on file.		22-CN, paragraph 23.5	
E. Before each loan is disbursed, conduct lien search. Document results.		22-CN, paragraph 23	
F. If there are lienholders on the crop, obtain lien holder instructions on CCC-679.		22-CN, paragraph 23	
G. When available, obtain EWR data including EWR provider name. Instruct holder to request that LSA be made holder.		22-CN, paragraph 36	
H. Determine whether producer has beneficial interest in commodity.		22-CN, paragraph 28	
I. Submit producer ID number to ADP process.		1-CMA, paragraph 236	
J. Receive producer eligibility data from ADP process and if necessary resolve eligibility problems.		1-CMA, Part 7	
K. Determine whether sufficient AGI is available for LDP's or MLG's.		1-CMA, Section 7	
L. Fill out CCC Cotton A-5.		22-CN, paragraph 37	
M. Producer or POA should file CCC-633 EZ Page 1 in case an LDP is requested.		22-CN, paragraph 71	
7. MAL Processing			
A. Prepare a folder for each MAL. Retain Indefinitely in locked and fireproof file.		22-CN, paragraph 18	
B. For applications lacking required information, notify applicant and obtain necessary information.		1-CMA, paragraph 37	
C. If DAFP authorized deductions to MAL are applicable according to a producer signed statement of charges, obtain lien holder instructions on CCC-679.		22-CN, subparagraph 23E	
D. Verify DCIA compliance by checking applicant certification on CCC-Cotton A 5 or a separate certification and take further action if producer is not in compliance.		1-CMA, paragraph 107	
E. Instruct EWR provider to make CCC holder of EWR.		22-CN, paragraph 36	
F. Producer or POA signs CCC-Cotton A using the proper format.		22-CN, paragraphs 36 and 38	
G. Complete CCC-Cotton A.		22-CN, paragraph 38	
H. Submit transaction to ACRS. Receive funds and disburse to producer within 3 calendar days.		21-CN	
I. Obtain and retain CCC-674 or SF-LLL for MAL's exceeding \$150,000.		22-CN, paragraph 29	
J. Provide producer with copies of CCC-Cotton A and CCC-601.		22-CN, paragraphs 15, 38, 39	
K. Distribute RRP amounts to National Cotton Board by 10 th of month.		22-CN, paragraph 19	
L. If necessary use CCC Cotton A Continuation sheet.		22-CN, paragraph 39	
M. Prepare and distribute CCC Cotton A-1.		22-CN, paragraph 40	

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CCC-770 LSA, LSA Cotton Loan and LDP Checklist (Continued)

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CCC-770 LSA (05-23-13)

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8. MAL Servicing Actions	Handbook or Other Applicable References	Date Completed	Check if Not Applicable
A. Collect repayment using repayment type requested by producer or their agent on CCC-605 (P+I, or MLG).	22-CN, paragraphs 50, 51, 52		
B. Provide producer or agent with repayment statement.	22-CN, paragraph 51		
C. COPS releases receipts to LSA, LSA releases receipts to producers or agent.	1-CMA, paragraph 615		
D. Send Notices of MAL Maturity 45 days before maturity date.	1-CMA, paragraph 615		
E. Collect excess storage paid as a result of forfeitures.	22-CN, paragraph 54		
F. Process offsets.	22-CN, paragraphs 92, 93		
G. Process producer violations as applicable.	7-CN		
H. Resolve ACRS errors within 15 days of notification.	21-CN, subparagraph 2F		
9. LDP Processing			
A. Complete CCC-633 EZ, page 3.	22-CN, paragraph 72		
B. If EWR's are applicable, instruct current holder to notify the EWR provider to amend EWR to show cotton is used to obtain LDP.	22-CN, paragraph 72		
C. Have producer or power of attorney sign LDP documents.	22-CN, paragraph 72		
D. Obtain and retain CCC-674 or SF-LLL for LDP's exceeding \$100,000.	22-CN, paragraph 29		
E. Submit transaction to ACRS. Receive funds and disburse to producer within 3 calendar days.	22-CN, paragraph 72		
F. Disburse funds to the producer.	22-CN, paragraph 725		
10. Requests for Lock-In of AWP and Lost BI			
A. Accept and approve requests for module lock-in on CCC-633 EZ page 3.	22-CN, paragraph 75		
B. Conduct spot checks using CCC Cotton AA-2.	22-CN, subparagraph 75H		
C. Accept requests for lost BI LDP for which CCC-633 EZ Page 1 was submitted before BI was lost.	22-CN, paragraph 76		
11. LDP Servicing Actions			
Process applicable offsets and assignments.	22-CN, paragraphs 92 and 93		
12. Remarks:			
13. Certification:			
<i>I (we) the undersigned, certify the above items have been verified or updated accordingly.</i>			
14A. Signature of Preparer	14B. Title	14C. Date (MM-DD-YYYY)	
14A. Signature of Preparer	14B. Title	14C. Date (MM-DD-YYYY)	
14A. Signature of Second Party Reviewer	14B. Title	14C. Date (MM-DD-YYYY)	

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