UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency Washington, DC 20250

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

Amendment 17

Approved by: Deputy Administrator, Farm Programs

Sleanorteril

Amendment Transmittal

A Reasons for Amendment

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

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

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

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

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

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

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

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

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

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

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

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

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

Amendment Transmittal (Continued)

A Reasons for Amendment (Continued)

Paragraph 30 and Exhibit 11 have been withdrawn to remove the obsolete CCC-770 LSA.

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

Paragraph 50 has been amended to incorporate commodity certificate provisions.

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

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

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

B Obsolete Form

CCC-770 LSA is obsolete.

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	2-1, 2-2	5, pages 1-6
	2-6.7, 2-6.8	11, pages 1, 2 (remove)
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Part 1	General Information and Administrative Provisions

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

Part 1 General Information and Administrative Provisions

1 Purpose and Authorities

A Handbook Purpose

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

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

B Authority and Responsibility

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

C Sources of Authority

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

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

D Related Handbooks

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

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

2 CCC and FSA Responsibilities

A Executive Vice President, CCC Responsibilities

Executive Vice President, CCC or designee shall:

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

B DAFP Responsibilities

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

C PSD Responsibilities

PSD shall:

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

D FMD Responsibilities

FMD shall:

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

3 CCB and LSA Responsibilities

A CCB's Responsibilities

CCB's shall:

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

* * *

10 Overview

A Purpose

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

B Definition of Program Services

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

11 Program Provisions

A Authorization

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

B Term of Approval

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

C Inspections

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

11 Program Provisions (Continued)

D Bale Limit on Activities

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

Formula: Net worth equals current assets minus current liabilities.

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

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

Example: A parent company guarantee.

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

* * *

13 **Annual Recertifications (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.

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

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Par. 13

13 Annual Recertifications (Continued)

E Example of Completed CCC-846-1A

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

*_-

CCC-846-1A (02-13-17)			IT OF AGRICULTURE edit Corporation		
		OF STATUS FOR A SIGNATED MARKE			ING AGENTS (LSA's) //A's)
this form is 7 CFR Part 1421, 7 Cf 2014 (Pub. L. 113-79). The inform participate in and receive benefits agencies. Tribal agencies, and no applicable Routine Uses identified Applicant/Borrower. Providing the Servicing Agent's or Designated M The information collection is exem Subtitle f – Administration). The provisions of appropriate crim	R Part 142 nation will buunder FSA ngovernmen in the Syste requested 1 narketing As pted from the inal and civi	5, 7 CFR Part 1427, the Community of used to recently status as an a programs. The information collinate entities that have been auth and records Notice for USDA information is voluntary. Howevisociation's request to participatione Paperwork Reduction Act, as it fraud, privacy, and other statu.	adity Credit Corporation Char approved Loan Servicing Age sected on this form may be dis orized access to the informat PSA-2, Farm Records File (<i>i</i> rer, failure to furnish the requ e in and receive benefits und it is required for administrativ tes may be applicable to the i	ter Act (15 Ú.S int or Designatu icon by statute (Automated) and ested informati er FSA program on of the Agricu	on may result in a denial of the Loan ms. ultural Act of 2014 (Pub. L. 113-79, Title I, vided. RETURN THIS ADDENDUM TO
THE DIRECTOR, PRICE SUPPO WASHINGTON, D.C. 20250-0512	RT DIVISIO	N, USDA, FARM SERVICE AGI	ENCY, STOP 0512, ROOM 4	095-S, 1400 II	NDEPENDENCE AVENUE SW,
1. Date Due (MM-DD-YYYY) 01-30-20XX	2. For F	riscal Year Ending -20XX	1400	A, FSA, Sto Independe	upport Division p 0512, Room 4095-S nce Avenue, SW 2. 20250-0512
4. LSA or DMA Name		or DMA Headquarters	6. Regular Mail Addres	SS	7. Overnight Mail Address (No P.O.
Acme Cotton and Grain		and State ville, Kansas	P.O. Box 70 Plainville, Kan 99999	sas	Boxes) 205 N. Evergreen Street Plainville, Kansas 99999
8A. Primary Contact Person and Title Lewis Clark, Manager		No. (Include Area Code) 23-3457	9A. IT Contact Person Thomas Smith	and Title	9C. FAX No. (Include Area Code) 316-999-8888
8B. Telephone No. (Include Area Code) 316-234-5678	E-M	tact Person's lail Address ଏ@aol.com	9B. IT After Hours Pho (Including Area Co 316-832-1973		9D. IT E-Mail address TSmith@aol.com
10. Employees authorized to conduct CC	C busines	SS:			
A. NAME		В. ТІ	TLE	C	AUTHORIZED SIGNATURE
Lewis Clark		Manager		/s/ Lewis	s Clark
Charles Stevens		Assistant Manager		/s/ Charl	les Stevens
Jack Johnson		Special Assistant		/s/ Jack	Johnson
accordance with Federal civil rights law and U.S. Depa tministering USDA programs are prohibited from discrin milly/parental status, income derived from a public asis pay to all programs). Remedies and complaint filing des arsons with disabilities who require alternative means of	ninating based tance program dlines vary bj	d on race, color, national origin, religio n, political beliefs, or reprisal or retali v program or incident.	on, sex, gender identity (including ation for prior civil rights activity, ir	gender expression any program or	on), sexual orientation, disability, age, marital status activity conducted or funded by USDA (not all base
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o file a program discrimination complaint, complete the l rite a letter addressed to USDA and provide in the letter (1) mail: U.S. Description of Asimuthum Office of the	all of the info	m Discrimination Complaint Form, AL rmation requested in the form. To req retary for Civil Rights 1400 Independ	uest a copy of the complaint form	, call (866) 632-9	992. Submit your completed form or letter to USDA

13 Annual Recertifications (Continued)

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

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under 31 USC 231.	, including liability

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

15.5 AWP and CCA Announcement Times

A Announcement Time

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

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

B Effective Time Period

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

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

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

15.5 AWP and CCA Announcement Times (Continued)

C Accepting Transaction Requests When AWP Not Announced

* * *

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

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

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

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

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

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

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

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

15.5 AWP and CCA Announcement Times (Continued)

E Gin Direct LDP's

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

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

F Accessing AWP and CCA

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

18 Filing and Distribution Instructions

A LSA Files Retention

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

B Documents Maintained

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

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

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

An electronic record of CCC-719 is acceptable.

BI documents include options to purchase and sales contracts.

18 Filing and Distribution Instructions (Continued)

C Securing Files

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

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

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

D Distributing Forms and Documents

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

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

19 Cotton Board Activities

A Introduction

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

B R&P Fees

LSA's shall:

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

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

C Providing Cotton Board Producers' Names and Addresses

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

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

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

*--19.5 Signature Authority and Limitation References

A Background

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

	THEN see 1-CM,	
IF LSA producer	paragraphs	1-CM Examples
wants to sign CCC documents on behalf of another person or entity and no acceptable evidence of signature authority is on file at LSA	707-717 for types of acceptable evidence of authority depending upon the type of producer. Note: LSA's provide PSD evidence of authority on CCC-846-1A for their employees to sign for the LSA.	 For corporations, LP's, LLP's, LLC's and similar entities, any of the following authorize an officer, manager, or member to sign: corporate charter, bylaws, articles of organization, operating agreement, or partnership papers executed according to State law, that designates the officer, member, or manager resolution by the corporations' board of directors, signed by the corporations secretary, or an officer other than the signatory being extended signature authority 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.

F Example of FSA-211 for Individual

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

	available electronically.		DEPARTMENT OF AGR		
1-25-14)	F Commodity Cred	it Corporation -	ency – Natural Resources Federal Crop Insurance C POWER OF ATTO	orporation – Risk Managen	nent Agency
HE UND	ERSIGNED does hereby appoint				
I) US	LSA	of the follow	wing address: (2) 12	3 Way Street, McLo	
() Kans			Jefferson	Behaut Duarm	in the State of:
			e attorney-in-fact for (5) ency. Natural Resources (Robert Brown Conservation Service Agen	ey, or Commodity Credit Corporation
	ecked below. NOTE: This power A. FSA, NRCS and CCV (Check applicable p	of attorney for C PROGRAMS		arm Loan Program pur B. TRANSACTIONS	
1. All cu	rrent programs.	🖂 10. Mark	eting Assistance Loans	1. All actions.	neck appricante actions)
2. All cur	rrent and all future programs.		oan Deficiency Payments. in Protection Program for	□ 2. Signing applications	s, agreements, and contracts.
		Dair	y Producers (MPP/Dairy).		, - <i>g</i>
	iltural Risk Coverage/Price Loss age (ARC/PLC).	II 12. Farm	Storage Facility Loan ram.	3. Making reports.	
	ss Crop Assistance Program (BCAP).	13. Cons (CRI)	ervation Reserve Program	4. Conducting all mark transactions.	ceting assistance loan and LDP
	Assistance Program (TAP).		S Conservation Programs.	5. AGI Certification.	
] 6. Livest	ock Indemnity Program (LIP).		gency Conservation ram (ECP).	6. Routing Banking A	ccounts.
7. Livest	ock Forage Disaster Program (LFP).	□ 16. Emer	gency Forest Restoration	7. Other (Specify):	
8. Emero	ency Assistance for Livestock	Progr 17. Othe	am (EFRP). r (Specify):	Executi	ng CCC-605
Honey	Bees, and Farm-Raised Fish (ELAP).			Directure	
9. Nonins (NAP).	sured Crop Disaster Assistance Program	Cot	ton		
(com)	•				
			 2. Making application 3. Reporting crop acr production reports 4. Reporting a notice 	of damage or	6. Making contract changes.7. Other (Specify):
			loss and making cl	aim for indemnity.	
ily served upo	n FSA, NRCS or CCC as appropriate; (2) deat	h of the undersigned	d grantor; or (3) incompetence or	incapacitation of the undersigned	ct until (1) written notice of its revocation has been grantor. The undersigned grantor shall provide
	notice of revocation to the applicable crop ins CED SIGNATURES	urance agent. This	power of attorney shall not be ef	fective until properly executed and	served to a USDA Service Center.
	ire of Grantor (Individual)		6B. Signature Date (MM-	DD-YYYY)	6C. For Grantor's Signature
			00.11	2-20XX	Continuation, check here if
1			7B. Title/Relationship of		FSA-211A is attached.
		diam.			
A. Signatu	Brown Ire of Grantor (<i>Partnership</i> , <i>Corpora</i> <i>etc.</i>) (By)	ition,	the Representative (7C. Signature Date (MM-DD-YYYY)
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Trust, e Notary Pr Signature (ORFSAU A. Witnesse (Joe Blu 0. This por tate of (b) 0 The The The Manual Manual Service The Manual M	re of Grantor (<i>Partnership</i> , <i>Corpord</i> etc.) (By) ublic (<i>this form shall be acknowledg</i> (a) USE ONLY s Signature (<i>FSA Employee Only</i>) ack wer of attorney was served to (a) <u>Kansas</u> and beca comparison of the technology of the server	Jefferson Jefferson meeffective this are strate of constraints of the state of a so attract of the state as an attraction of the state as an attraction of the state as a state of the state of the average time request	the Representative (Public unless witnessed b (b) 9B. Signature Date (MM 09-1) 6 (c) 12 7 disamptified (MM 09-1) 8 (c) 12 7 disamptified (MM 09-1) 8 (c) 14 8 (c) 15 8 (c) 16 10 (d) 16 (d) 17 m directly by require 17 m directly by require 18 (d) 19 (d)	Capacity y a FSA employee or a cor the County of (c) the County of	Porate seal of grantor is affixed). PC. Official Position County Executive Director USDA Service Center, USDA Service Center, Control (Control (Contro) (Control (Control (Cont)
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3-27-17

G Example of FSA-211 for Corporation

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

FSA-211 11-25-14)		arm Service A	5. DEPARTMENT OF AGR gency – Natural Resources - Federal Crop Insurance C POWER OF ATTO	Conservation Service - corporation – Risk Manager	ment Agency
	ED does hereby appoir			·	
1) US LSA	in the		wing address: (2) 56 Jefferson	9 East Street, Osl	in the State of:
(4) Kansas			he attorney-in-fact for (5)	ABC Corporatio	
					ncy, or Commodity Credit Corporation
orograms checked beid	A. FSA, NRCS and CCC		rm is not valid for FSA I		for FSA, NRCS, and CCC PROGRAMS
1. All current program	(Check applicable p		keting Assistance Loans	(C	heck applicable actions)
		and	Loan Deficiency Payments.		
2. All current and all	future programs.		gin Protection Program for ry Producers (MPP/Dairy).	2. Signing application	s, agreements, and contracts.
3. Agricultural Risk		🔲 12. Fan	n Storage Facility Loan	3. Making reports.	
Coverage (ARC/P 4. Biomass Crop Ass	istance Program (BCAP).		gram. servation Reserve Program	4. Conducting all mar	keting assistance loan and LDP
5. Tree Assistance Pr	noram (TAP)	(CR	P). CS Conservation Programs.	transactions.	
6. Livestock Indemni		15. Eme	ergency Conservation	6. Routing Banking A	ccounts.
7. Livestock Forage I	Disaster Program (LEP)		gram (ECP). ergency Forest Restoration	7. Other (Specify):	
_		Prog	ram (EFRP).		
	ance for Livestock Farm-Raised Fish (ELAP). Disaster Assistance Program	Cot	cr (<i>Specify</i>): ton	Executi	ng CCC-605
(NAP).	0				
aly served upon FSA, NRCS	s or CCC as appropriate; (2) death ocation to the applicable crop insu	of the undersign	ise noted. This power of attorney ed grantor; or (3) incompetence or	incapacitation of the undersigned	ect until (1) written notice of its revocation has bee I grantor. The undersigned grantor shall provide d served to a USDA Service Center.
A. Signature of Gran			6B. Signature Date (MM-	-DD-YYYY)	6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. □
 A. Signature of Gran Trust, etc.) (By) (B) Green 	tor (Partnership, Corpora	tion,	7B. Title/Relationship of the Representative President of ABC	Capacity	7C. Signature Date (MM-DD-YYYY) 09-12-20XX
	form shall be acknowledge	ed by a notary	Public unless witnessed b	y a FSA employee or a co.	rporate seal of grantor is affixed).
Signature (a)		the state of	(b)	the County of (c)	7
OR FSA USE ONL	Y				
	(FSA Employee Only)		9B. Signature Date (MI		9C. Official Position
s/ Joe Black	•		09-1	2-20XX	County Executive Directo
	-	Jefferson			USDA Service Center,
State of (b) Kansa		ne effective th		_ day of (d) _ Septer	
producer (grantor) to a Service, Commodity C agencies, and nongov File (Automated). USD	ppoint an individual/organization to serve a readt Corporation, Federal Crop Insurance ernmental entities that have been authorize AMIRCS-1, Landowner, Operator, Produce adion of producer ineligibility to participate	as an attorney-in-fact (Corporation, and Risk ed access to the inform er, Coccerator, or Part	grantee) that is authorized to on behalt of th Management Agency programs. The inten ration by statute or regulation and/or as des isoant Files, and USDA/FCIC-10, Policyho	ie producer, conduct business with USDA (mation collected on this farm may be disclo scribed in applicable Routine Uses identifie (der. Provision the requested information i	Is 7 CFR Part 718, the Commodity Creat Coxponiton Chater & d 2014 (Pub. L 137-9). The relevantion will be used to enable concerning Farm Service Agency, Natural Resources Concernate evolution of the Control Common Common Common d in the System of Records Notice for USDAFS-A-2, Farm Record voluntary. However, failure to Universitie the equated information zealt Corporation, Federal Crap Insurance Corporation, and Ris
I, Subtitle F, Administr the FSFL, this informa	ation, and Title II, Subtitle G, Funding Adm ion collection is exempted from the PRA a	inistration. For the EF s.it is required for the i	RP, this information collection is exempted administration of the Food, Conservation, a	I from the PRA, as specified in the Fiscal Vi nd Energy Act of 2008 (see Pub. L. 110-24	nduction Act (PRA) as specified in the Agricultural Act of 2014, Ti ear 2010 Supplemental Appropriations Act (Public L. 111-212). I 6, Title I, Subtrie F-Administration).
number, which is 0560 CENTER	-0190 for this information collection, and th	e average time require	ed to complete this information collection is	15 minutes per response. RETURN THIS	ation unless this collection of information has a valid OMB contro COMPLETED FORM TO THE APPLICABLE USDA SERVICE
CENTER accordance with Federal civil rights law and ex, gender identity (including gender express il programs). Remedies and complaint filing o	U.S. Department of Agriculture (USDA) civil rights re ion), sexual orientation, riskshilly, age, marital status, hadfines user to encourse to incident	pulations and policies, the U family/parental status, incor	SDA, its Agencies, offices, and employees, and insbb ne derived from a public assistance program, polibial	itions participating in or administering USDA program beliefs, or reprisal or retailation for prior civil rights ac	s are prohibited from discriminating based on race, color, national origin, religion, brity, in any program or activity conducted or funded by USDA (not all bases app
- programmy, remembers and complaint filing d	tery by program of Mexican		olape, American Sign Language, etc.) should contact (

H Example of FSA-211 by FSN

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

This form is available F SA-211 11-25-14)	Fa	arm Service A t Corporation	5. DEPARTMENT OF AGR gency – Natural Resources - Federal Crop Insurance C	Conservation Service - orporation – Risk Manager	nent Agency
THE UNDERSIG	NED does hereby appoin		POWER OF ATTOR ing grantee:	RNEY	
I) US LSA				1 Tumble Weed road	1
evelland	in the		Hockley		in the State of:
4) Texas	View with the Pa		he attorney-in-fact for (5)	Sandy Bryant	the Coult Counting
	ow. NOTE: This power				ncy, or Commodity Credit Corporation
regrams encered cer	A. FSA, NRCS and CCC	PROGRAMS		B. TRANSACTIONS	for FSA, NRCS, and CCC PROGRAMS
1. All current progra	(Check applicable p		keting Assistance Loans	(C	heck applicable actions)
1. An current progra	ms.		Loan Deficiency Payments.	I I. All actions.	
2. All current and al	future programs.		gin Protection Program for	2. Signing application	s, agreements, and contracts.
3. Agricultural Risk	Coverage/Price Loss		ry Producers (MPP/Dairy). n Storage Facility Loan	□ 3. Making reports.	
Coverage (ARC/I	PLC).	Pro	gram.	_	
4. Biomass Crop As	sistance Program (BCAP).	□ 13. Cor (CF	servation Reserve Program	4. Conducting all mar transactions.	keting assistance loan and LDP
5. Tree Assistance F		14. NR	CS Conservation Programs.	5. AGI Certification.	
6. Livestock Indemn	iity Program (LIP).		ergency Conservation gram (ECP).	6. Routing Banking A	ccounts.
7. Livestock Forage	Disaster Program (LFP).	16. Em	grain (ECP). argency Forest Restoration	7. Other (Specify):	
		Prog	ram (EFRP).	0.10	
	tance for Livestock Farm-Raised Fish (ELAP). Disaster Assistance Program	⊠ 17. Oth	er <i>(Specify):</i> ton	FSN 22	Only
(NAP).	Disaster Assistance Program	CO	con		
		-			
-			2. Making application 3. Reporting crop acr production reports. 4. Reporting a notice	eage and	6. Making contract changes.7. Other (Specify):
			loss and making cl	aim for indemnity.	
aly served upon FSA, NRC parate written notice of re-	S or CCC as appropriate; (2) death vocation to the applicable crop insu	of the undersign	ed grantor; or (3) incompetence or	incapacitation of the undersigned	ect until (β) written notice of its revocation has been I grantor. The undersigned grantor shall provide d served to a USDA Service Center.
A. Signature of Gran			6B. Signature Date (MM-	DD_YYYY	6C. For Grantor's Signature
	nor (minimus)			2-20XX	Continuation, check here if
s/ Sandy Bryant			Presson and	 Andressen 	FSA-211A is attached.
A. Signature of Gran Trust, etc.) (By)	ntor (Partnership, Corpora	tion,	 Title/Relationship of the Representative (7C. Signature Date (MM-DD-YYYY)
. Notary Public (this	form shall be acknowledg	ed by a notary	Public unless witnessed b	y a FSA employee or a co	rporate seal of grantor is affixed).
Signature (a)		the state of	(b)	the County of (c)	
OR FSA USE ONL	V				
	e (FSA Employee Only)		9B. Signature Date (MA	A-DD-YYYY)	9C. Official Position
Mary White				2-20XX	County Executive Directo
0. This power of atte	orney was served to (a)	Hockley			USDA Service Center,
tate of (b) Texa	and becan	ne effective th	is (c) 12	day of (d) Septem	ber , (e) 20XX
DTE: The following statem	ent is made in accordance with the Privacy /	Act of 1974 (5 USC 55	2a - as amended). The authority for request	ting the information identified on this form :	is 7 CER Part 718, the Commodity Credit Corporation Charter Ac of 2014 (Pub. L. 113-79). The information will be used to enable
	appoint an individual/organization to serve a Credit Corporation, Federal Crop Insurance werminental entities that have been authorize DA/INRCS-1, Landowner, Operator, Produce ination of producer ineligibility to participate	as an attorney-in-fact (Corporation, and Risk ed access to the inform or Concerntor, or Part	grantee) that is authorized to on behalt of th Management Agency programs. The information by statute or regulation and/or as des- invant Files, and USDAFE/UC-0. Deliveroi	e producer, conduct business with USDA o mation collected on this form may be disclo onbed in applicable Routine Uses identifie for	concerning Ferm Service Agency, Natural Resources Conservat sead to other Federal, State, Local government agencies, Tribai d in the System Of Records Nucleo for USDAPF-32, Farm Records voluntary, However, failure to turnish the requested informatio credit Corporation, Federal Crop Insurance Corporation, and Ris
Service, Commodity agencies, and nongo File (Automated), US	ction for FSA commodity and conservation	inistration. For the EF	RP, this information collection is exempted	from the PRA, as specified in the Fiscal Yi	iduction Act (PRA) as specified in the Agricultural Act of 2014, Ti sur 2010 Supplemental Appropriations Act (Public L. 111-212). F 6, Title I, Subtitle F-Administration).
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I Example of FSA-211 for General Partnership When All Members Signatures Are Required

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

*	-	•

SA 211		DEPARTMENT OF AGR		
FSA-211 11-25-14) F		ency – Natural Resources		
Commodity Cred	it Corporation -	Federal Crop Insurance C POWER OF ATTO	orporation - Risk Managem	ent Agency
THE UNDERSIGNED does hereby appoint			KINE I	
1) John White			9 My Street	
	county of: (3)		VUG (0	in the State of:
4) Virginia nsert grantor's name) in connection with the Fa		e attorney-in-fact for (5)	XYZ General Par	
rograms checked below. NOTE: This power A. FSA, NRCS and CCC	of attorney for C PROGRAMS		Farm Loan Program purp B. TRANSACTIONS for	oses. or FSA, NRCS, and CCC PROGRAMS
(Check applicable p 1. All current programs.	🖂 10. Mark	eting Assistance Loans	1. All actions.	eck applicable actions)
2. All current and all future programs.	11. Marg	oan Deficiency Payments. in Protection Program for	 2. Signing applications, 	agreements, and contracts.
3. Agricultural Risk Coverage/Price Loss	12. Farm	y Producers (MPP/Dairy). Storage Facility Loan	3. Making reports.	
Coverage (ARC/PLC). 4. Biomass Crop Assistance Program (BCAP).	Prog 13. Cons	ram. ervation Reserve Program	4. Conducting all marke	ting assistance loan and LDP
5. Tree Assistance Program (TAP).	(CRI	P). S Conservation Programs.	transactions. 5. AGI Certification.	
6. Livestock Indemnity Program (LIP).	15. Emer	gency Conservation	6. Routing Banking Ac	counts.
7. Livestock Forage Disaster Program (LFP).	16. Emer	ram (ECP). gency Forest Restoration	7. Other (Specify):	
8. Emergency Assistance for Livestock	Progr 17. Othe	am (EFRP). T (Specify):	Executir	ag CCC-605
 Honey Bees, and Farm-Raised Fish (ELAP). 9. Noninsured Crop Disaster Assistance Program (NAP). 	Cot			
his form may also be used to grant authority to an				p insurance policies. Checking any of the
CIC transactions does not have any impact as to t C. INSURED CROPS/STATE/COUN		or CCC transactions checke	d above: D. CROP INSURANCE	TRANSACTIONS
(Enter "All" or specify each crop, state, county a		_	(Check applicab	le actions)
		1. All actions.		Making transfers and cancellations.
		2. Making application 3. Reporting crop acr	base and	Making contract changes.
		production reports		Other (Specify):
		 4. Reporting a notice loss and making cl 	aim for indemnity.	
his Power of Attorney is valid in all counties in the United St ly served upon FSA, NRCS or CCC as appropriate; (2) deat parate written notice of revocation to the applicable crop ins	h of the undersigned	d grantor, or (3) incompetence or	incapacitation of the undersigned	rantor. The undersigned grantor shall provide
UTHORIZED SIGNATURES			DD VVVV	
		6B Signature Date (MM		6C For Grantor's Signature
A. Signature of Grantor (Individual)		6B. Signature Date (MM-		6C. For Grantor's Signature Continuation, check here if FSA-211A is attached. ⊠
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J Example of FSA-211A

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

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

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

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

-SA-211		Ų. 3	S. DEPARTMENT OF AGR	ICULTURE	
11-25-14)	F		gency - Natural Resources		
	Commodity Cred		- Federal Crop Insurance C POWER OF ATTO	orporation – Risk Managem	ent Agency
THE UNDERSIGNED	does hereby appoin				
I) US LSA				3 Way Street	
lanassas	in the) Prince William		in the State of
4) Virginia	2 14 A R		he attorney-in-fact for (5)		
programs checked below. N	OTE: This power FSA, NRCS and CCO	of attorney for programs	orm is not valid for FSA l	Farm Loan Program purp B. TRANSACTIONS for	or FSA, NRCS, and CCC PROGRAMS
1. All current programs.	(Check applicable p		rketing Assistance Loans	(Ch I. All actions.	eck applicable actions)
1. An current programs.			Loan Deficiency Payments.	E 1. An actions.	
2. All current and all future	e programs.		rgin Protection Program for	2. Signing applications	, agreements, and contracts.
3. Agricultural Risk Covera	age/Price Loss	🗌 12. Fan	iry Producers (MPP/Dairy). m Storage Facility Loan	3. Making reports.	
Coverage (ARC/PLC).	Deserved (D.C.A.D)		gram.		
4. Biomass Crop Assistance	e Program (BCAP).		servation Reserve Program	transactions.	eting assistance loan and LDP
5. Tree Assistance Program		🗌 14. NR	CS Conservation Programs.	5. AGI Certification.	
 Livestock Indemnity Pro 	ogram (LIP).		ergency Conservation gram (ECP).	6. Routing Banking Ac	counts.
7. Livestock Forage Disaste	er Program (LFP).		ergency Forest Restoration	7. Other (Specify):	
		Prog	gram (EFRP).		
8. Emergency Assistance for Honey Bees, and Farm-F		☐ 17. Oti	ner (Specify):		
9. Noninsured Crop Disaste					
(NAP).					
CIC transactions does not ha C. INSURED CR (Enter "All" or specify eac	ROPS/STATE/COUN	TY	1. All actions.	D. CROP INSURANCE (Check applicab	
			2. Making application		
			3. Reporting crop act	mana and	Making contract changes.
			production reports		Other (Specify):
6			4. Reporting a notice		
	I according to the Trained O	ates unless others	vise noted. This power of attorney	laim for indemnity.	t until (1) written notice of its revocation has be
his Power of Attorney is valid in all	i counties in the United St			1	
	CC as appropriate; (2) deat to the applicable crop ins	h of the undersign	ed grantor; or (3) incompetence of s power of attorney shall not be ef	Tective until properly executed and	grantor. The undersigned grantor shall provide served to a USDA Service Center.
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why served upon FSA, NRCS or CC operate written notice of revocation A signature of Grantor (<i>I</i>) (A. Signature of Grantor (<i>P</i>) <i>Trust, etc.</i>) (By) (A signature of Grantor (<i>P</i>) <i>Trust, etc.</i>) (By) (A state of C) (By) (A state of C) (B) (C) (B) (C) (B) (C)	CC as appropriate; (2) deat is to the applicable crop ins RESS andividual) Partnership, Corpora shall be acknowledge A Employee Only) was served to (a) a and becar the nacoranne with the Privacy deat Corp investore of (0.12) a and becar the nacoranne with the Privacy deat Corp investore of (0.12) a and becar the nacoranne with the Privacy deat Corp investore of (0.12) a constrained for the Privacy deat of the is accommodity and conservation of the is accommodity and conservation accommodity and conservation of the is accommodity and conservation of the is accommodity and conservation accommodity accommodity and conservation accommodity accommodity and conservation accommodity accommodity and conservation accommodity accommodity ac	h of the undersign urance agent. Thi ution, ted by a notar; the state of prince Wi ne effective th Accor Payles Cost of the state of the state of the state of the state of th	s power of attorney shall not be ef 6B. Signature Date (MMA 7B. Title/Relationship o the Representative (General Parnter y Public unless witnessed li (b) 9B. Signature Date (MM 9B. Signature Date (MM 09-1 111ams is (c) 12 22a - stammond, The autonty for repar- tion (b) 12 22a - stammond, The autonty for repar- tion (c) 12 23a - stammond, The autonty for repar- tion (c) 12 24a - stammond, The autonty for repar- tion (c) 12 25a - stammond, And Dieny Act of 2000 (c) 12 25a - stammond, And Dieny Act of 2000 (c) 12 25a - stammond, And Dieny Act of 2001 (c) 12 11 - stams (c) 12 (c) 12 (c	Tective until property executed and DD-YYYY) f Individual Signing in Capacity by a FSA employee or a corr the County of (c) the County of the Approximate Act of the Count the County of the Approximate Act of the Counter the County of the Approximate Act of the County the County of the Approximate Act of the County the County of the County of the County of the Approximate Act of the County the County of the Approximate Act of the County the County of the Approximate Act of the County the Approximate Act of the Ap	served to a USDA Service Center.

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21 FAXed Signatures (Continued)

C Prohibited Uses

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

D Producer Responsibilities

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

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

E Determining Date for Program Purposes

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

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

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

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22 Heirs of a Deceased Producer (Continued)

D Preparing CCC-686 (Continued)

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

APPLICATION FOR LOAN OR LOAN DE PAYMENT BY HEIRS (On a commodity produced by a person who ha See Page 2 for Privacy Act Statement. 6. NAME OF DECEASED PERSON James X. Hoffer 9. PERSONS INHERITING (Name and Addre Samuel P. Hoffer 101 Route 36, Lubbock, 1 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already liste Samuel P. Hoffer	As died) OF DEATH D-YYY) 1-15-2003 COMMODITY PSS) TX 80610 NG UNIT (Include heir	TELEPHONE NO. (Includ 2. ST. & CO. CODES 48-750 4. CROP YEAR 2003 8. DEATH OCCURRED BEFORE HARVEST	3. APPLICAT 5. COMMODI AFTER H	ION NUMBER
(On a commodity produced by a person who ha See Page 2 for Privacy Act Statement. 6. NAME OF DECEASED PERSON James X. Hoffer 9. PERSONS INHERITING ((Name and Addree Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already lister	DF DEATH D-YYYY) 1-15-2003 COMMODITY ISS) TX 80610 NG UNIT (Include heir	48-750 4. CROP YEAR 2003 8. DEATH OCCURRED BEFORE HARVEST	5. COMMODI AFTER H. 10. RELAT	0002 TY
6. NAME OF DECEASED PERSON 7. DATE O (MM-DD James X. Hoffer 9. PERSONS INHERITING ((Name and Addree Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already liste	D-YYY) 1-15-2003 COMMODITY ESS) TX 80610 NG UNIT (Include heir	4. CROP YEAR 2003 8. DEATH OCCURRED BEFORE HARVEST	AFTER H. 10. RELAT	TY ARVEST
6. NAME OF DECEASED PERSON 7. DATE O (MM-DD James X. Hoffer 9. PERSONS INHERITING ((Name and Addree Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already liste	D-YYY) 1-15-2003 COMMODITY ESS) TX 80610 NG UNIT (Include heir	8. DEATH OCCURRED BEFORE HARVEST	AFTER H	
James X. Hoffer (MM-DD 11) 9. PERSONS INHERITION (Name and Addres Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMII (Address if not already listed)	D-YYY) 1-15-2003 COMMODITY ESS) TX 80610 NG UNIT (Include heir	BEFORE HARVEST	AFTER H	
 9. PERSONS INHERITING ((Name and Addre Samuel P. Hoffer 101 Route 36, Lubbock, ' 11. NAMES OF PERSONS ASSUMING FARMII (Address if not already listed) 	COMMODITY sss) TX 80610 NG UNIT (Include heir		10. RELAT	
Samuel P. Hoffer 101 Route 36, Lubbock, 11. NAMES OF PERSONS ASSUMING FARMIN (Address if not already liste	TX 80610			
11. NAMES OF PERSONS ASSUMING FARMII (Address if not already liste	NG UNIT (<i>Include hei</i> i		Son	
(Address if not already liste				
Samuel P. Hoffer		rs in Item 9)	12. RELATIO	NSHIP TO DECEASED O CAPACITY
			SOn	
If any person shown in Item 9 or 11 above is a minor or incomp 13. 14. NAME OF MINOR OR INCOMPETENT (if any)		owing: REPRESENTATIVE OF F 15. IAME AND ADDRESS	CAPAC	IN ITEM 13 16. ITY (Guardian, Custodian, ervator, Liquidator, etc.)
17. CERTIFICATONS (To be certified to and by each person shown	n in Items 9 and 11 or hi	s or her rennesentative shown in II	iem 15 who is reru	esting a ban or I DP)
 The undersigned hereby certifies that 1/ A. The person shown in Item 6 died on the date shown an B. The decedent and the commodity heir she produced we interest in the commodity shown above. C. (1) There has not been nor is it contemplated that there closed. D. The persons listed in Items 9, 11, and, if applicable 13, farming unit of the decedent described in this form. E. Each of such persons requests (1) a loan be continued of F. Are you or any co-applicant delinquent on any feder 	ere eligible for loan or e will be administratio , are the only persons or disbursed, or (2) an	r LDP and that the persons sho n or probate of the estate or (2) who have inherited or otherwis	wn in Item 9 hav) administration o se acquired an int	e inherited the decedent's or probate of the estate is terest in the commodity an
18A. Signature (By) 18 /s/ Samuel P. Hoffer	8B. Title/Relationship Representative Ca	of the Individual Signing in the apacity		18C. Date (MM-DD-YYY)
and the second residence on a second se	8B. Title/Relationship Representative Ca	of the Individual Signing in the apacity		18C. Date (MM-DD-YYY)
18A. Signature (By) 18	8B. Title/Relationship Representative Ca	of the Individual Signing in the apacity		18C. Date (MM-DD-YYY)
19A. CERTIFICATION OF COUNTY COMMITTEE The undersigned certifies that each applicant whose signat applicant(s) to file this application was determined in acco- contained herein have been examined and are true and corr	ture appears above h ordance with the reg rect to the best of m	has the authority to act in the ulations of the Department by knowledge and belief.	e capacity indic of Agriculture;	cated; that the right of the and that the statements
19B. FOR THE COUNTY COMMITTEE BY /s/ Andy Johnson				19C. Date (MM-DD-YYY 01-05-20XX

D Preparing CCC-686 (Continued)

*_-

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

E Distributing CCC-686

Distribute CCC-686 as follows:

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

23 Liens and Lien Waivers (Continued)

F Completing CCC-679

The following is an example of CCC-679.

(11-15-16) Commodity Credit Corporation	LTURE	1A. County Name an Lubbock County	d Address (Including Zip Code) , TX
LIEN WAIVER		1B. County Office Te	lephone Number (Including Area Code)
		1C. County Fax Num	ber (Including Area Code)
2. Name and Address of Producer (Including Zip Code)	3. Crop Year	4. Commodity	/
Ben Jefferson Box 185 Soemtown, TX 12345	2004	Cotton	
 Charter Act (15 U.S.C. 714 et seq.), and the Agr participate in and receive benefits under a Commauthorized by the current lienholder for purposes disclosed to other Federal, State. Local governm the information by statute or regulation and/or as Farm Records File (Automated) and USDAFSA furnish the requested information will result in a This information collection is exempted from the Subtitle F, Administration). The provisions of crimetrue NTHIS COMPLETED FORM TO YOUR 5. The undersigned is the holder of a lien on the commodity as collateral for a Commodity. The uncheck one of the following): (a) ☐ To the producer. (b) ☐ Jointly to the producer and the undersigned 	modity Credit Corporation (C s of pledging the commodity nent agencies, Tribal agencies s described in applicable Ro s described in applicable Ro elementation of ineligibility i Paperwork Reduction Act a minnal and civil fraud, privacy a COUNTY FSA OFFICE . Commodity identified abov it Corporation ("CCC") lo ndersigned agrees that the lienholder.	CC) lean program by doc to CCC for a loan. The in its, and nongovernmental time Uses identified in the viding the requested inf, o participate in and receives s specified in the Agricult , and other statutes may e. In order for the pro- nan, with respect to CCC proceeds of the loan	umenting that a lien waiver has been iformation collected on this form may be entities that have been authorized access t e System of Records Notice for USDA/FSA- mation is voluntary. However, failure to ve benefits under a CCC loan program. ural Act of 2014 (Pub. L. 113-79, Title I, be applicable to the information provided. ducer identified above to pledge such 'C only, the undersigned waives all
(c) Jointly to the producer and the undersigned	lienholder, less (1) \$ 50	0.00 administra	tive offset as of (2)
(c) Jointly to the producer and the undersigned and charges due (3) Baker Gin Co.	lienholder, less (1) \$ 50	0.00 administra	tive offset as of (2)(Date) .
	lienholder, less (1) \$ <u>50</u>	0.00 administra	
and charges due (3) Baker Gin Co. 6. Name and Address of Lienholder or Authorized Agent Key Bank 100 East Main St. Sometown, TX 12345	 lienholder, less (1) \$ 50 B. Title/Relationship (of the Representative Capacity) 	Individual Signing in the	
and charges due (3) Baker Gin Co. 6. Name and Address of Lienholder or Authorized Agent Key Bank 100 East Main St. Sometown, TX 12345 7A. Lienholder Signature (By) /s/ Bill Bank	 B. Title/Relationship (of the 	Individual Signing in the	(Date) .
and charges due (3) Baker Gin Co. 6. Name and Address of Lienholder or Authorized Agent Key Bank 100 East Main St. Sometown, TX 12345 7A. Lienholder Signature (By) /s/ Bill Bank	 B. Title/Relationship (of the Representative Capacity B. Title/Relationship (of the Representative Capacity Agriculture (USDA) civil rights re oblished from discriminating base y/parental status. income deriver ded by USDA (not all bases app ication for program information (600 (voice and TTY) or contact 	Individual Signing in the Individual Signing in the Individual Signing in the gulations and policies, the U d on race, color, national or from a public assistance pr from a public assistance pr to call programs). Remedee a. Braille, large print, audi	(Date)

G Distributing CCC-679

LSA's shall distribute CCC-679 as follows:

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

Note: Lienholder will keep 1 copy.

A Applicability

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

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

23.5 Completing CCC-10 (Continued)

D Instructions for Preparing CCC-10 (Continued)

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

23.5 Completing CCC-10 (Continued)

E Example of CCC-10

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

*--

(11-19-15)		Cor	mmodity Credit C Farm Service A	gency			
	AUTHORIZ	ATION TO FILE A	FINANCING	RPORATION OR FARM SE STATEMENT AND RELAT	ED DOCUN	IENTS	
	AUTHORIZATION TO FILE A FINANCING STATEMENT AND RELATED DOCUMENTS The following statement is main in accordance with the Princey Act of 19/4 (5 U S C 053) - a samended). The authority for requesting the information identified on the form is 7 CFR Part 761, 7 CFR Part 1436, the Commodity Credit Corporation Charter Act (15 U S C 174 et seq.), the Consolidated Farm and Paral Development Act (7 U S C 192) et seq.), and the Apriculturia Act of 2014 (Pub L 113-79). The information will be used to determine eligibility to participate in and receive benefits under a CCC or FSA to the information determine legibility to participate in and receive benefits under a CCC or CFSA to the innancing statements before executing a security agreement. The information will information admitted to determine information admitted on the form may be deciced to other Formation and Paral Development Act (7 U S C 174 et seq.), the Concords File (Automate) on the security interest, identification of debtor or nifty, and authorization for CCC or FSA to the innancing statements before executing a security agreement. The information collicet of units form may be deciced to other formagive do to ther Foderal, 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 aggricable Routing Uses destributed in the System of Kercords Notes for USD-KFA-2, Farm Records File (Automated) and USD-KFA-14, Application and/or as described in formation is voluntary. However, failure to turnish the requested information will result in a determination of institution of and necevic benefits under a CCC or FSA have according to the Pagoenvork Reduction Act of 1996, an agency may not conduct or sponsor, and a person is not required to respond to, accollection is information collection is setting admitted to complete the information collection is described to average 5 minutes per response, including the time for relevient to informatio						
PARTA	FORM TO YOUR COUNTY FS - INTRODUCTION	A OFFICE.					
payment o security inf financing s CCC mark a lien sear made to th any chang	f any loan made or to be erest in such collateral, tatement and where it v eting assistance loans, ch will be conducted. F e undersigned until the es in this information.	e made, that CCC or FS that the information pro will be filed and that CCC I understand that a final further, the undersigned	A will file or has ovided in this inst or FSA will rep ncing statement understands tha CC or FSA of any	SA will take or has taken a security filed a financing statement or an ar rument will affect the contents of th / upon this information provided by will not be filed but this form is nece at CCC or FSA will continue to use I / changes. The undersigned agree	mended financi the financing sta the undersigne essary to estab this informatior	ng statement to perfect its tement or any amended ed. For warehouse-stored lish the jurisdiction in which i for any future loans to be	
 Type of 	Undersigned:	Individual		2. Social Security Number or Tax	Identification N	umber (9 Digits)	
		Organization or Entity	<i>(</i>		-XX-79X1		
	ned's Full Legal Name sco Smith Jr.			 Spouse's Full Legal Name Jane LuAnne Smith 			
5. State an	d County of Primary Re	sidence if Undersigned	is an	6. If Undersigned is an Organization	on or Entity, Sp	ecify the Type of	
Individua	al sey, Adams Co.			Organization or Entity			
		r entity is a registered o	rganization or er	tity, specify the state in which the c	organization or	entity was created.	
organiz	ation or entity conducts	its affairs. O FILE <i>izes CCC or FSA to</i>	file a financin urity agreeme	specify the state where the place of statement under the name of the name of the name of the any time following the data and the statement and t	f the undersignte that this in	gned for collateral to be	
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desc sign as w I au assi:	ing below, I give CC ell as to file amendn thorize CCC to enter	C or FSA permission ments and continuation on the financing studies description on the a	ons of the fina atement a broa pplicable secu 10B. Title/Rela	ncing statement prior to the ex incing statement thereafter. ader description of the collater	al used to see	e security agreement,	
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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.

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(05-23-13)			NT OF AGRICULTURE			
AUTHORIZATION OF ELECTRONIC AGENT AND DESIGNATION OF AGENT - COTTON						
AU'	THORIZATION OF	ELECTRONIC AGEN	T AND DESIGNATIO	ON OF AGENT - COT	TON	
nstructions for completing dentified in Part B, Item 4	CCC-605: Producer rea must sign Part C. Agen	ads Parts A and B. All Prod ts complete Part D to transf	ucers who signed the not er designation to a subse	e and security agreement (C quent agent.	CCC Cotton A) for the loan	
		R CCC TO USE ELECT	-			
Part B of this author Electronic Warehoo may have changed b. The term "Designal authorized, through for the loan(s) idem 2. The undersigned Prod this authorization, fro Provider for such loan information supplied 3. The undersigned Prod the applicable loan nu at a County Office un designation occurs wh authorization does no PART B - DESIGNATI THE UNDERSIGNED P by endorsement on Page 1 by endorsement on Page 1	" means the individual o rization in a central filin use Receipts, Inc., Intellin by the time this docume ted Agent" means the ind a grant by the Producer tified in Part B, Item 4 o ucer(s) hereby requests a m the individual or entit i collateral. Producer ag in that regard by the Pro- ucer(s) may request can mber. Producer agress is then the electronic record t constitute cancellation ON OF AGENT FOR I RODUCER(S) ("PRODU	g system. As of September igent Storage Services, Inc. nt is executed. dividual or entity identified or or by succession to a grant of this authorization. and authorizes CCC to acce y identified as the Designat rees further that the Produce ducer through the electronic cellation of this authorization that CCC will not permit th his authorization. Produce is affected and not at the ti of any agency designation p LOAN REDEMPTION UCER") hereby authorizes cution of a Form CCC-605-	er 1, 2006, the CCC-appr , and Plains Cotton Coop by the Provider on the e t by the Producer, to rede pt repayment of all bales ted Agent on the electron ber will hold CCC harmle c warehouse receipt or of on by submitting a signed le loan collateral identifier a cknowledges that cana me of the producer requi- provided in Part B. the agent identified in Itt -2, to redeem all or a por	I and dated request of such d in Part B, Item 4 to be re- cellation of this electronic a set, and that cancellation of em 6 or, if applicable, the su tion of the cotton pledged a	i, Inc., FAMBRO Providers can change and t bale data file as being otton pledged as collateral ntified in Part B, Item 4 o lata file maintained by the result from reliance on the cancellation that identifies deemed by the Producer uthorization and agent the electronic	
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27 Completing Designation of Agent Forms (Continued)

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

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

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The undersigned producer(s) hereby:	T CORPORATION'S U				
 Understands that the producer may gra Part B, Item 6 of this form. The produ authorizing any agent to redeem from 	icer is not obligated by Co	CC to grant authorization t	o transfer loan cotton as		
 Authorizes the agent identified in Part execution of a form CCC-605-2, to tra warehouse that has entered into a cotto designated subsequent agent, requests may result from the transfer or intende transportation, and restocking or load- 	nsfer all or a portion of the on storage agreement with such a transfer, the agent ed transfer of cotton include	e cotton pledged as collate CCC, on the condition the will be responsible for any ling but not limited to, tho	eral for the loan identified at if the agent named in H / loss of quantity, quality	d in Item 41 Part G, Item , or value,	3 of this form to another 21, or a properly or for any charges that
 Requests and authorizes CCC to settle original loan terms and credits and cha loan, or any portion of such loan, upor at the receiving warehouse. 	arges applicable at the ship	oping warehouse; and, req	uests and authorizes CCC	C to settle th	ne obligation of such
4. Agrees that CCC shall not be held resp	ponsible for any charges,	ees, costs, or expenses inc	dent to the transfer of c	otton loan o	ollateral.
 Understands that (i) CCC does not ass responsible for losses or charges inclu- transfer may occur without notice to th 	ding those that, despite P	art G, Item 2, of this agree	ment, are not paid by any		
Understands that the cotton may not b excessive storage credits that may hav	e eligible for storage cred	its for the entire term of th		nd upon de	mand by CCC all
 Understands that CCC shall consider t notification to CCC that the designatic authorized to repay the producer's loar 	on of agent is cancelled. A	producer may not author			
15. Crop Year	16. Loan Numb		18. Loan Quantity App	licable to th	is Agent Authorization
7A. Maturity Date	17B. File Sequ	ence Number	IIA 🗌		See attached list
19B. Holder ID Number:		OAN NOTE AND SEC		το αυτή	ORIZE TRANSFER
9B. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL	CER(S) WHO SIGNED		NATION / AUTHORIZ		ORIZE TRANSFER
19B. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Produ	CER(S) WHO SIGNED	O THIS AGENT DESIG	NATION / AUTHORIZ	ATION	
 19B. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Production (Including Zip Code) 	CER(S) WHO SIGNED	208. Telephone Number 208. State Sta	NATION / AUTHORIZ	ATION	20D. Date <i>(MM-DD-YYYY)</i>
20A. Name and Address of Contact Produ	CER(S) WHO SIGNED ATERAL SUBJECT TO	D THIS AGENT DESIG 20B. Telephone Number	NATION / AUTHORIZ, · (include Area Code) ct Producer		ORIZE TRANSFER 20D. Date (MM-DD-YYYY) 21C. Date (MM-DD-YYYY)
198. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Produ (Including Zip Code) 21A. 21A. Other Producer Signature 246). The information will be used b Ioan. The following statement is made in a form is 7 CFR Part 1427, the Comm 246). The information collected on th have been authorized access to the USDA/FSA-14, Applicant/Borrower. of ineligibility for the cotton producer This information collection is exempt Pub. L. 110-246, Title I, Subtile F - J	CER(S) WHO SIGNED ATERAL SUBJECT TO UCCOR Title/Relationsh Title/Relationsh Interpretation Char Interpretation Char Information by statute or regu Providing the requested inform Providing the requested information provided the prov	THIS AGENT DESIG 20B. Telephone Number 20C. Signature of Conta 21B. ip of the Individual Signing ct of 1974 (5 USC 552a - as an er Act (15 U.S.C. 714 et seq.), nate and authorize an agent to ther Federal, State, Local gow automation and/or as described in a mation is voluntary. However, agent to redeem all or a porticition Act, as it is required for a contact.	NATION / AUTHORIZ/ (Include Area Code) ct Producer in the Representative Ca in the Representative Ca nended). The authority for re and the Food, Conservation, redeem all or a portion of th primer agencies, Tribal agent failure to furnish the request on of the cotton pledged as c inministration of the Food, Con	ATION	20D. Date (MM-DD-YYYY) 21C. Date (MM-DD-YYYY) information identified on this Act of 2008 (Pub. L. 110- ged as collateral for a cotton ngovernmental entities that stem of Records Notice for n will result in a determination cotton loan. ad Energy Act of 2008 (see
198. Holder ID Number: PART G - SIGNATURE OF PRODUC OF COTTON LOAN COLL 20A. Name and Address of Contact Produ (Including Zip Code) 21A. 21A. 21A. Other Producer Signature 246). The information will be used b Ioan. The following statement is made in a form is 7 CFR Part 1427, the Comm 246). The information ville coses to the USDA/FSA-14, Applicant/Borower. of ineligibility for the cotton producer This information collection is exempt	CER(S) WHO SIGNED ATERAL SUBJECT TO UCCOMMENT AND A SUBJECT AND A UCCOMMENT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A SUBJECT AND A SUBJECT AND A SUBJECT AND A ADD A SUBJECT AND A S	D THIS AGENT DESIG 20B. Telephone Number 20C. Signature of Conta 21B. p of the Individual Signing to of 1974 (5 USC 552a - as an er Act (15 U.S.C. 714 et seq.), nate and autorize an agent to ther Federal, State. Local gow three Federal, State. Local gow three rederem all or a potic tion Act, as it is required for acc other statutes may be applicat pipoyee, and applicants for employ to paper the Department, (Vot all proh thermative manes of communection	NATION / AUTHORIZ/ (Include Area Code) (Include Area Code) ct Producer in the Representative Ca mended). The authority for re and the Food, Conservation redeem all or a portion of th primment agencies, Tribal age plicable Routine Uses identifiatiure to furnish the requests on of the cotton pledged as c Immistration of the Food, Col whe to the information provide ment on the bases of race cobr, of an indowards income is derive bide bases will apply to all progra	ATION	20D. Date (MM-DD-YYYY) 21C. Date (MM-DD-YYYY) information identified on this Act of 2008 (Pub. L. 110- ged as collestral for a cotton ngovernmental entities that sem of Records Notice for nwill result in a determination cotton loan. and Energy Act of 2008 (see THIS COMPLETED FORM age, disability, sax, onder identiti (essentance program, or homman activities). Parsons with Control parsons and homman activities).

27 Completing Designation of Agent Forms (Continued)

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

*--

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

28 Beneficial Interest Requirements (Continued)

B Procedures (Continued)

Step			Action		
2	IF producer provides LSA	-			
	a written option to purchase or sales contract crop year or interest is qu		omitted by any fore for this beneficial lestioned	 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 submit this crop yea beneficial in questioned		go to step 3.	
	certification that no written option to purchase or sales contract exists			go to step 5.	
3					
4	IF beneficial inter	est has	THEN		
	not passed		Office to c	memorandum from the County documents referencing when interest passes 5.	
	passed or will pass before loan or LDP documents can be		• stop the p	rocess	
	processed		informing	uments to producer with attachment producer of denial, reason, and that cer may appeal the denial to the ffice.	
5	Continue the loan	or LDP proce	SS.		

29 Lobbying Disclosure Requirements, Compliance, and Reporting

A Applicability

The disclosure requirement applies to:

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

B To Comply With Disclosure Requirements

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

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

C Providing Forms

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

- CCC-674
- SF-LLL.

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

D Disbursing the Loan or Payment

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

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

E Example of CCC-674

This is an example of CCC-674.

*--

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

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

F Example of SF-LLL

This is an example of SF-LLL.

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

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

F Example of SF-LLL (Continued)

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

30 (Withdrawn—Amend. 17)

31-35 (Reserved)

39 Using CCC-Cotton A Continuation (Continued)

B Completing CCC-Cotton A Continuation (Continued)

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

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

--*

39 Using CCC-Cotton A Continuation (Continued)

C Distributing CCC-Cotton A Continuation

Distribute CCC-Cotton A Continuation as follows:

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

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

A Purpose

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

B Completing CCC-Cotton A-1

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

Item or				
Column	Instructions			
1	Enter LSA's CCC code number.			
2	Enter applicable crop year and do the following.			
	IF	THEN ENTER		
	upland cotton	"UP".		
	ELS cotton	"ELS".		
3	Enter loan number assigned by LSA.			
4	Enter date checks are issued.			
5	Enter name of contact producer.			
6	Enter warehouse code from the warehouse receipt.			
	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.		

40 Using CCC-Cotton A-1, Schedule of Pledged Cotton (Continued)

B Completing CCC-Cotton A-1 (Continued)

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

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

40 Using CCC-Cotton A-1, Schedule of Pledged Cotton (Continued)

C Distributing CCC-Cotton A-1

Distribute CCC-Cotton A-1 as follows:

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

D Loan Advance Distribution Calculations

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

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

50 Overview

A Purpose

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

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

Notes: See 7-CN for basic program provisions.

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

51 Loan Repayments Using Cash

A Background

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

B LSA Loan Repayment Procedures

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

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

Par. 51

51 Loan Repayments Using Cash (Continued)

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

B LSA Loan Repayment Procedures (Continued)

C Creating and Distributing Repayment Documents

New LSA's shall:

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

Distribute repayment documents as follows:

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

52 (Withdrawn--Amend. 16)

53 Maturity Date Notification Letter and Forfeiture Policy (Continued)

E Notice of Maturity Letter

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

Dear Producer:

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

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

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

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

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

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

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

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

Sincerely,

LSA Official

54 Collecting Charges Due on Forfeited Loans

A Determining Charges Due

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

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

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

B Definition of Date Documents Provided

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

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

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

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

C Statement of Charges Due

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

D Collecting Charges Due From Producer

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

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

•*--telephone at 816-926-1533

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

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

*--

CC-633 EZ 03-28-14)	U.:	S. DEPARTMENT C Commodity Cred		:	 Name and Addres 	s of Producer (Include ZIP (Code) (Please P	rint)		
0-20-14)		commonly crea	it corporation							
LOAN DEF	ICIENCY F	AYMENT (LD	P) AGREEM	ENT AND REQUEST	2. Telephone or Cell	2. Telephone or Cell Number (Include Area Code):				
Il eligible producers ente	ring into this ag	reement MilST me	et marketing acciet	ance loan eligibility and have	beneficial 2 ID Number (Last	Digita):	,	Crop Year:		
terest in the quantities co	overed by this a	greement for the ar	plicable crop year	when signing this form. A pr	roducer is 5. State(s) and Cour	Digits).	4. 1	crop real.		
insidered to have benefit	icial interest in t	he specified quantiti	es if the producer I	has ALL of the following:	5. State(s) and Coul	(y(s)				
 title to the c 			 control of the control of the control							
					yment (LDP) benefits for this crop ye lest (Page 3), or Request for Wool, N					
an/LDP availability date to re ART A - TERMS AND C		its.			1.5.5					
		a) the date beneficial	l interest is lost as ap	clicable to specific commodity pro-	ovisions; or b) the LDP request date	as submitted on the CCC-633 E	Z (Page 2) Part E.	or CCC-633 EZ (Page 4)		
for wool, mohair, and unshi	norn pelts. For cot	tton LDP's requested o	on CCC-633 EZ Cottor	n (Page 3), the LDP rate will be b	based on the information provided on	Page 3.				
					from any other source or committed			arketing Association (CMA.)		
					t(s). The debt(s) must be resolved be	fore the final loan/LDP availabil	lity date.			
				gible quantity and when beneficia	al interest was lost. rice less than principal and interest, t	in an an a barren and a second second	dentile for the dense	if a surger the		
				C-633 EZ Part C, to obtain LDP b		his agreement becomes null an	d void for that spec	cinc quantity.		
				by final loan/LDP availabil						
					on with Part E, Part N, or Part O of th	form as applicable shall be co	insidered a request	for navment Evidence		
must include sufficient data						ronn as appreadle shan de co	insidered a reques	ter payment. Endence		
For quantities for which ver	rifiable evidence is	s unavailable (i.e., certi	tified quantities, fed qu	uantities, quantities used for seed	d, silage, etc.), the request for payme	nt shall be initiated by recording	a certification of q	uantity on Part E, Part N, or		
				etermine producer and commodit						
Submission of an al DD shi	all he a request fo			required for that specific quantity.						
For Cotton Producers On	nly: Producer age									
For Cotton Producers On irrevocable on or after the o	nly: Producer age date of ginning; c)) entry of information or	n Page 3 of this applic	cation constitutes an irrevocable	application for the Adjusted World P					
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B Using CCC-633 EZ to Establish LDP Eligibility (Continued)

			(Include Zip Code)	13B. ID Nu	imber (Last 4 dig		elephone or Cell Number (Include Area Code) (Optic	15. Crop Ye	delinquent on a	17. Are you or any co-applicant delinquent on any federal non-tax debt? If "YES", explain in Item 32.		
				16. State a	nd County where	e Farm Record	Is are Maintained		YI	YES		
ment, with	acceptable prod	luction evider	nce (if applicable), n	nust be subm	itted to the Cou	unty FSA offic	e requested quantity for t the that administers the fa surement service, or indici	rm records for the requ	ested commodity a	nd quantity		
	n lost, indicate di 19. Comm	ate of sale, fed	, used for seed, etc, *20. Net Quantity	as applicable,	in Item 23. If a 21. Source of Quanti	dditional entrie	s are needed, provide dat	a on an additional CCC-6 2. ocation, if applicable	33 EZ, Page 2. 23. Effective Da	ite of	24.	
Class, Variety, Type LDP No. (CCC Use Only)		ety, Type	Requested and Unit of Measure	(Cher	*B.	owing)	(State, County, War Examples:	ehouse, or Bin Site)	LDP Rat (MM-DD-Y) A.		LDP Rate	
		(bu., tons, cwt., lbs., etc.)		Certified Measure- ment Service Evidence Warehouse-Stored: C		Farm-Stored: Texas, We	Ohio, Athens Co., ABC Date of Webb Co., 30' Butler Bin, Beneficia Was		Check to Request Date of Delivery	Only)		
uantity eligib ART F - PRC ertify all info proration (C	le at the time o DUCER CER ormation entere CCC) for the con tt a CCC-633 E	of this request IFICATION and on this form mmodity desc Z , Page 1 MU 258. Title/Relation	t. Producer must e (For additional si) m is true and correc cribed above under	enter in Item gnatures, c ct. By complet the terms an FSA County	20, a specific o omplete CCC- eting Part E and d conditions as office for this	quantity or "A 633 EZ Con d signing and provided on LDP request [25A. P	dating this form, I here the CCC-633 EZ, Loan to be considered comple	tion to be valid. by make a request for p Deficiency Payment (LI	ayment from the C DP) Agreement and	ommodity Request.	Credit	
ART C CC	CAPPROVAL	EOB CCC I	ISE ONI VI									
	CCC Represent		itle of CCC Represer	ntative 3	0. Date (MM-DD-1	7777) 31	. Action: 32. Adu] APPROVED] DISAPPROVED	litional Information/Secon	d Party Review			
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B Using CCC-633 EZ to Establish LDP Eligibility (Continued)

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

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Contact I	Name and A	ddres	s of Produce	Producer (Include Zip Code) (Please Print) 58. ID Number (Last 4 Digits) 59. Telephone or Cell Number (Include Area Code) 62. State and County where Farm Records are Maintained						(Include	Area Co	60. Crop \	rear 61	1. Are y delin debt' Item	ral non-tax			
plete Items	acceptable p s 64 through 6	9 for w	tion evidence	e (if a	applicable), must b Items 72 through 77	e subm	itted to the	pre benef e County pelts and	icial interes FSA office I sign/date b	t (title and contro that administ	ol) is lost in the req lers the farm record the source of quan	uested qua rds for the tity in Item	ntity for this to requested co 67 or 75 if this	is a certified	d quantity LDP, indic	ate for w	YES or payment. This re rool or mohair only if	the quantity in
ditional ent		d, pro	vide data on a	an ac	ditional CCC-633 E			trinen be	inencial inte	rest has been to	ost, marcate date of	sale, deliv	ery, slooginer,	etc., as appa	capie, as i	ane errec	are date of EDP Tate	in item of or
63. DP No.	64. Commo		IR WOOL	UK	65. Type		66. Net Qua (lbs.)		(C A.	67. Source of Qu heck one of the B.		(St	ate, County, W	68. ed Location /arehouse, Fa .ocation)	arm Storag	e Rate	69. fective Date of LDP (Date of Request of te Beneficial Interest	
CC Use Only)								0	Certified	Production Evidence	Qty in Excess Certified Qty	of		ocason)		Uat	(MM-DD-YYYY)	(CCC U: Only)
	Mohair Wool		Graded	Г] Ungraded													
	Mohair Wool	R	Graded	_	Ungraded													
	Mohair Wool	R	Graded		Ungraded											-		
	Mohair Wool		Graded		Ungraded											-		
					LAMB PELTS													
71. DP No.	Requested					75. Use					74. Stored Location (If applicable) ty, Warehouse, Far	m Storage	Source of	ce of Quantity Curren		ro. ht Herd/ k Size	77. Effective Date of LDP Rate (Date of Request o	78. LDP Ra
CC Use Only)			A. Immediat Slaughte		B. Slaughter for Personal Use	Pres	C. erved Stored		D. Feeders to b Buyer		Location)		A. Certified	B. Production Evidence			Date Beneficial Interest was Lost) (MM-DD-YYYY)	(CCC Us Only)
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TP-P	RODUCER	CEF	RTIFICATI	ON	(For additional	lsigna	itures, c	omple	te CCC-6	533 EZ Com	tinuation, Part	: P)	_	_				
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Producer	's Signature (E	y)		fitle/8	Relationship (Individu Representative Capacit)	al Signing			81. Date (MM-DD-Y	79A.	Producer's Signal	ture (By)	79B. Title/	Relationship Representative		Signing		1. Date M-DD-YYYY)
	of CCC Repre				JSE ONLY) 82B. Title of CCC R	epresen	tative 8	83. Date	(MM-DD-YY)	m 84. Act	tion:	85. Is th	ne quantity fo	or 86. able?	Addition	al Infor	mation/Second Pa	rty Review
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B Using CCC-633 EZ to Establish LDP Eligibility (Continued)

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

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

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

Item	Instructions
1	Enter name and address of the producer. This should be the name of the individual,
	joint operation, or entity for which benefits may be requested.
2	Enter telephone number of the applicant.
3	Enter last four digits of the producers ID number.
4	Enter crop year for the commodity covered by the LDP agreement.
5	Enter all States, if necessary, and counties where the producer in Item 1 has an interest for the designated crop year.
	This form covers interests in 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)

K Example CCC-633 EZ, Page 3

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

	4) T FOR COTTON LDP		33B. ID No.	A. W. I. I		0.0	-		
 Contact Name al (Please Print) 	(Please Print)			 Telephone or Cell Number (Include Area Code) (Optional) 	35. Farm Number	36. Crop Year 3	 Are you or any delinquent on a non-tax debt? If "YES", expla YES 	any federal	
38. Producer Initials to verify LDP type and bale guantity	Type of LDP Requested	Must be Requested	Must have Beneficial Interest at Time of LDP Application?	The LDP Rate will be the rate in effect on the:	(1	39. Quanti Use Part K for file se	ity:		
	Irrevocable Module Lock-In	After Harvest, Before Ginning	YES	Date an Accurately Completed Request is Submitted. ►		eing produced from th or file sequence num!		d in Part I and	
						number producer enters number of bales ile sequence number.			
	Gin-Direct	Before Date of Ginning	YES	Date of Ginning ►	A. FARM NO.	B. NO. BALES	A. FARM NO.	B. NO. BALES	
	Irrevocable Post-Ginning	After Ginning	YES	Later of: 1) date of request or 2) date bale list submitted ►	C. Producer enters sequence numb	bale quantity (to be er):	verified by bale	list or file	
	Lost Beneficial Interest	After Ginning	NO	Date Beneficial Interest Lost ►	D. Producer enters sequence number	bale quantity (to be er):	verified by bale	list or file	
0. Gin Code:	IDENTIFICATION OF	SEED COTTON (C	ompleted for Modul	41. Module Location at	Farm or Gin:				
Gin's Module/Trai	iler Number:								
				CC-633 EZ Continuation, Part	J)				
certify all informa 3A. Producer's Signatur			44. Share % 45. Date (MM-DD-		(By) 43B. Title/Rela in a Rep	ationship (Individual Signing vesentative Capacity)	44. Share%	45. Date (MM-DD-YYYY)	
ART K - INFORM	ATION FOR LDP REQ	UEST (Complete Up 47. File Sequenc		ta Files) (FOR CCC USE ONLY) 48. Date File(s) Receiv	ed (MM-DD-YYYY)	49. Bale Co	ount		
OAL Signature of CCO	PROVAL (FOR CCC U) C Representative	SE ONLY) 50B. Title of CCC	Representative	53. Date Request Submitted	55. Name and Address Office or LSA	of FSA County	56. Additional Party Revi	Information/Secon ew	
1. Action:	DISAPPROVED	52. Date of Signa Representation	ature by CCC ve (MM-DD-YYYY)	54. AWP on Applicable Date					

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

A Request for Payment

A Request for Payment

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

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

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

By submitting any LDP request, producers certify that production:

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

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

B Approval

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

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

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

• classing data is not yet available

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

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

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

Reports, Forms, Abbreviations, and Redelegations of Authority

Reports

None

Forms

This table lists all forms referenced in this handbook.

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

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

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

Forms (Continued)

Normhan	T:41e	Display	Defenerae
Number	Title	Reference	Reference
CCC-846-1A	Recertification of Status for Approved Loan	13	19.5
	Servicing Agents or Designated Marketing		
	Associations		
CCC-912	Agreement of Authorized Loan Servicing		10, 11, 12
	Agent		
CCC-Cotton A	Cotton Producer's Note and Security	38	Text
	Agreement		
CCC-Cotton A	CCC-Cotton A Continuation Sheet	39	17, 18, 38
Continuation			
CCC-Cotton A-1	Schedule of Pledged Cotton	40	15, 17, 18,
			36
CCC Cotton A-5	Statement of Eligibility and Information	37	18, 36, 38,
	Worksheet		54
CCC-Cotton AA 1/	Upland Cotton Producer's Loan Deficiency		15, 18, 71
	Payment Application and Certification		
CCC-Cotton AA-1	Schedule of LDP for Upland Cotton		17, 18
CCC Cotton AA-2	Spotcheck of Upland Cotton Subject to	75	75
	AWP Lock-in		
FSA-211	Power of Attorney	20	Text
FSA-211A	Power of Attorney Signature Continuation	20	Part 5
	Sheet		
SF-LLL	Disclosure of Lobbying Activities	29	36

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

The following is an example of CCC-601.

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

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

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(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 permisspection 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.
(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), liquidate 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 maybe 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 t 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 fir 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 mor than \$100,000 for each such failure.

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

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Exhibit 5

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

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

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	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 l 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.
0. RI	ECOURSE LOANS.
(a)	General . CCC may make recourse loans available to eligible producers of high moisture corn, high moisture grain sorghu 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 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 moistur 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 requirement for approved storage may acquire, in the same county, a like quantity of such commodity to replace the applicable quantity high moisture feed grains to obtain a loan. Such producers must: (i) complete the applicable CCC forms; and (ii) provide 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 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 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 grain 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 fr 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 li 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 end 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 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 collaterar 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 CC in accordance with Section 4. (ii) If the value of the collateral at settlement is less than the amount due, the producer will to CCC the amount of such deficiency plus charges, and applicable interest with respect to such deficiency from the date or disbursement. (iii) If the proceeds received from the sale or barter of the commodity are greater than the sum of the amound use 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.