



# Advance Payments Program Application

## 2010-2011

### CANADIAN NURSERY LANDSCAPE ASSOCIATION

#### Quebec

#### Deciduous Trees and Container Shrubs

**100 Stone Road West, Suite 101, Guelph, Ontario N1G 5L3**

**Monday to Friday 7:45am – 4:30pm EST**

**Loan Department: 888-278-8807 Fax: 519-766-1845**

**Email: [info@accfinancial.ca](mailto:info@accfinancial.ca)**

**Website: [www.accfarmersfinancial.ca](http://www.accfarmersfinancial.ca)**

*Applications must be postmarked by August 31, 2010*

## **IMPORTANT INFORMATION**

### **NEW APPLICANTS**

Please attach photocopies of:

- Birth certificates for all involved parties (i.e. individuals, partners, shareholders, co-operative members) *(If not a Canadian birth certificate, then please provide proof of Canadian citizenship or permanent residency in Canada)*
- Master Business License if a Registered Partnership
- Corporations must include copies of the Articles of Incorporation, Shareholder and Director Registers, proof of signing authorities and borrowing by-laws

### **DEDUCTIONS FROM ADVANCE CHEQUES**

- A **\$550 management fee** will be deducted from the initial cheque issued (includes costs for applicable credit check(s), lien search(es), lien registration(s), and inspection charges)
- An **additional \$250** will be deducted from the cheque issued as a refundable compliance fee (If all program regulations are complied with, the Producer(s) will be refunded the \$250 upon full repayment of the advance)
- There will be a **1% holdback** deducted from all advances

### **MAXIMUM ADVANCE AVAILABLE**

- Producers can qualify for a maximum of **\$400,000**, with the first \$100,000 interest free
- The interest rate for advances over \$100,000 will be at the BMO Bank of Montreal prime lending rate, calculated daily and compounded monthly\*
- Producers cannot receive more than \$100,000 Interest Free in one program year for all combined Advance Payments Programs
- The maximum advances that can be advanced to a producer cumulative for current outstanding advances (2008 or 2009) and eligible advances for 2010 at no time can exceed \$400,000

*\*For interest-bearing eligible advance(s), interest will be added to the final repayment. ACC reserves the right to collect interest for interest-bearing eligible advance(s) on a monthly or quarterly basis subject to thirty days written notice to the Producer(s).*

### **SALES RECEIPTS**

- All repayments must be supported by proof of sales documents (see page 7 for more details)
- Repayments will be first applied against any interest-free advances

### **REPAYMENT DEADLINE**

- Repayments must be made as crop is sold, within 7 calendar days after receipt of sales proceeds or within 45 calendar of delivery to the buyers (whichever is earlier) and no later than December 15, 2010
- Repayment schedule (page 7) to be completed using your best approximation to coincide with sales volumes
- For Producers who market out of storage and are paid after December 2010, the Advance Payment Program Application for Stored Crops will be available in October 2010

### **INSPECTIONS**

**ACC or its authorized agent(s) has the right to inspect the crop(s) at any time**



**ADVANCE PAYMENTS PROGRAM (APP)**  
**2010 APPLICATION FOR AN ADVANCE (Crops)**  
**Canadian Nursery Landscape Association**  
 Deciduous Trees and Container Shrubs



The Producer(s) hereby applies/apply to ACC for an Eligible Advance(s) under the APP as set out in this APP Application upon and subject to the terms and conditions of this APP Application. Each of the appendices form part of this APP Application.

**PRODUCER(S) INFORMATION**

**1. Sole Proprietors:**

Full Legal Name of Individual, as on birth certificate (First Name, Middle Names, Surname)	Birth Date - MM/DD/YY / /
Full Legal Name of Spouse (if applicable)	Birth Date - MM/DD/YY / /

**2. Partnerships, Corporations or Co-operatives**

Legal Name of Partnership, Corporation or Co-operative
--

**3. Address**

Civic Address (Fire/911 Identifier #)		RR#	Township
County	Village/Town/City	Province <b>Quebec</b>	Postal Code

**4. Contact Information**

Home Phone # ( ) -	Business or Cell Phone # ( ) -	Fax # ( ) -	Email Address
-----------------------	-----------------------------------	----------------	---------------

**5. For Partnership, Corporations or Co-operative (Additional Information Required):**

Full Legal Names(s) (For ALL Partners/Shareholders/Members) as on Birth Certificates (First Name, Middle Names, Surname)	Birth Date MM / DD / YY	Full Mailing Address (if different from above) Attach separate page if insufficient space provided	Telephone Number	Partnership/ Corporation % of shares (mandatory)
	/ /		( ) -	%
	/ /		( ) -	%
	/ /		( ) -	%
	/ /		( ) -	%
<b>TOTAL =</b>				<b>%</b>

**6. List of Financial Institutions – Do not include Farm Credit Canada**

Remember to Complete Page 18 and 19 (Priority Agreement – Financial Institution) for any Financial Institution you deal with for Farming Accounts		
Name of Institution	Address	E-mail Address
Contact Name	Phone # + Extension ( ) - Ext.	Fax # ( ) -

**7. All Probable 2010 Input Suppliers – Do not include Financial or Equipment Financing Institutions**

Remember to Complete Page 20: (Priority Agreement with Other Creditor) if there is a lien on your Crop(s) being financed other than by above financial institutions			
Name of Supplier / Creditor	Location	Telephone #	Balance Owing
		( ) -	\$
		( ) -	\$

**CALCULATION WORKSHEET – DECIDUOUS TREES**

Crop(s)	Advance Rate Per Tree (A) \$	Group #	Number of Trees To Be Harvested Fall of 2010 for sale between October 2010 to September 2011 (B)	Eligible Advance(s) (A x B) \$	Amount Requested \$
Acer plantanoides (all varieties) 50 mm, 60 mm	64.00	2			
Acer plantanoides (all varieties) 70 mm, 80 mm	80.00	3			
Acer plantanoides (Crimson King) 50 mm, 60 mm, 70 mm	80.00	3			
Acer plantanoides (Crimson King) 80 mm	101.00	4			
Acer rubrum (all varieties) 50 mm, 60 mm, 70 mm	80.00	3			
Acer rubrum (all varieties) 80 mm	101.00	4			
Acer saccharum 50 mm, 60 mm, 70 mm	80.00	3			
Acer saccharum 80 mm	101.00	4			
Fraxinus SPP 50 mm	42.50	1			
Fraxinus SPP 60 mm, 70 mm, 80 mm	64.00	2			
Gleditsia triacanthos (all varieties) 50 mm	64.00	2			
Gleditsia triacanthos (all varieties) 60 mm	80.00	3			
Gleditsia triacanthos (all varieties) 70 mm, 80 mm	101.00	4			
Prunus (all ornamental varieties) 50 mm	64.00	2			
Prunus (all ornamental varieties) 60 mm, 70 mm, 80 mm	80.00	3			
Pyrus calleryana 50 mm	80.00	3			
Quercus robur "Fastigiata" 50 mm	80.00	3			
Quercus robur "Fastigiata" 60 mm	101.00	4			
Quercus rubra 50 mm	80.00	3			
<b>Deciduous Trees – Quebec</b>				Sub-Total	\$

*Continued Next Page*

**CALCULATION WORKSHEET – DECIDUOUS TREES (continued)**

Crop(s)	Advance Rate Per Tree (A) \$	Group #	Number of Trees To Be Harvested Fall of 2010 for sale between October 2010 to September 2011 (B)	Eligible Advance(s) (A x B) \$	Amount Requested \$
Quercus rubra 60 mm, 70 mm, 80 mm	101.00	4			
Syringa reticulata "Ivory Silk" 50 mm	64.00	2			
Syringa reticulata "Ivory Silk" 60 mm, 70 mm	80.00	3			
Syringa reticulata "Ivory Silk" 80 mm	101.00	4			
Tilia cordata (all varieties) 50 mm	64.00	2			
Tilia cordata (all varieties) 60 mm, 70 mm	80.00	3			
Tilia cordata (all varieties) 80 mm	101.00	4			
<b>Deciduous Trees – Quebec</b>				<b>Total</b>	<b>\$</b>

**CALCULATION WORKSHEET - CONTAINER SHRUBS**

Crop(s)	Advance Rate Per Shrub (A) \$	Group #	Number of Shrubs To Be Harvested Fall of 2010 for sale between October 2010 to September 2011 (B)	Eligible Advance(s) (A x B) \$	Amount Requested \$
Arctostaphlos # 1	4.15	4			
Berberis # 2	7.00	7			
Buxus # 1	4.15	4			
Buxus (all varieties) # 3	9.00	9			
Cornus SPP # 2	3.15	3			
Cornus SPP # 3	4.15	4			
Erica # 1	4.15	4			
Euonymus Alata Compacta # 3	7.00	7			
Forsythia # 2, # 3	4.15	4			
Hibiscus # 2	6.10	6			
Hibiscus # 3	7.00	7			
Holly # 2	6.10	6			
Holly # 3	7.00	7			
Hydrangea # 2, # 3	4.15	4			
Juniper (Spreading) # 2, # 3	7.00	7			
Juniper (Spreading) # 5	9.00	9			
Ninebark # 2, # 3	4.15	4			
Potentilla # 2	3.15	3			
Potentilla # 3	4.15	4			
Rhododendron & Azalea # 1	5.00	5			
Rhododendron & Azalea # 2, # 3	10.45	10			
Roses # 2	4.15	4			
Roses # 3	5.00	5			
Spirea SPP # 2	3.15	3			
Spirea SPP # 3	4.15	4			
Syringa # 2	7.00	7			
Syringa # 3	8.35	8			
Taxus Media (all varieties) # 3	12.15	11			
Thuja occ. "smaragd" # 5	12.15	11			
Vaccinium # 1	3.15	3			
Weigela # 2, # 3	4.15	4			
<b>Container Shrubs - Quebec</b>				<b>Total</b>	<b>\$</b>

**LOCATION OF DECIDUOUS TREES AND/OR SHRUBS**

The Crop(s) referred to are at the following location(s) (add an additional sheet where needed):

Crop	Lot	Concession	Township	County

**LIST OF BUYER(S) TO WHICH YOU INTEND TO SELL CROP(S)**

BUYER	LOCATION

**List of other farming operations from which Producer(s) is/are required by the Income Tax Act to report Income:**

Farming Operation Description	% Interest I have in the Total Farming Operation
	%
	%
	%

**ELIGIBLE ADVANCE(S) CALCULATION WORKSHEET**

1. Maximum aggregate APP Eligible Advance(s) available is **\$400,000**.
2. A copy of your most recent CAIS/AGRISTABILITY “**Benefit Decision Package**” must accompany this application.
3. Your CAIS/AGRISTABILITY PIN # (ID #) and Reference Margin must be identified within this documentation.
4. You must inform ACC of any change in your program coverage.

**SOLE PROPRIETORS OR CORPORATIONS/CO-OPERATIVES**

<i>Security Calculation</i>				
CAIS/AGRISTABILITY ID Number	CAIS/AGRISTABILITY Reference Margin		Government portion of producer’s coverage	MAXIMUM SECURITY AVAILABLE (\$)
		X	.665	(1)
			=	

**PARTNERSHIPS – To be completed only for Partnerships**

<i>Security Calculation</i>				
Name	CAIS/AGRISTABILITY ID#	Reference Margin	Government portion of producer’s coverage	Maximum Security Available (\$)
		X	.665	=
		X	.665	=
		X	.665	=
		X	.665	=
<b>TOTAL MAXIMUM SECURITY AVAILABLE</b>				<b>(1)</b>

<b>Maximum CAIS/AGRISTABILITY Security Available =</b>	<b>\$</b>	<b>(1)</b>
--	-----------	------------

<b>Total Amount of Eligible Advance(s) Requested (Total of Deciduous Trees and Container Shrubs) =</b>	<b>\$</b>	<b>(2)</b>
--	-----------	------------

<b>Maximum Security Available [Lesser of (1) or (2)] =</b>	<b>\$</b>	<b>(3)</b>
--	-----------	------------

**REPAYMENT OF ELIGIBLE ADVANCE(S)**

**REPAYMENT SCHEDULE**

- Payments should coincide with sales volumes (*payments do not need to be equal*)
- Repayments are to be made within 7 calendar days after receipt of sales proceeds, or within 45 calendar days of delivery to the buyers (whichever is earlier) and no later than December 15, 2010
- Proof of sales documents must be submitted at the time of last repayment  
*Can be a summary page showing product, date of sale, number of trees/shrubs sold (only the number of trees/shrubs on which the Eligible Advance(s) was received), and buyers – Document must be signed by the Producer(s)*

**If sales are delayed, it is the Producer(s) responsibility to notify ACC to change repayment dates**

Automatic Debit Date	Total Payment
August 15, 2010	\$
September 15, 2010	\$
October 15, 2010	\$
November 15, 2010	\$
December 15, 2010	\$
<b>TOTAL</b>	\$

**MARKETING INTENTIONS**

*Please indicate below the approximate time of marketing for the crop on which you are receiving Eligible Advance(s)*

APPROXIMATE TIME OF MARKETING	
Month(s)	Approximate Amount to be Marketed

*\*Please notify ACC if your marketing plans change*

**For Producers who market out of storage and are paid after December 2010, the Advance Payment Program Application for Stored Crops will be available in October 2010**

**NOTE:**

*At Time Of Application Printing, Agriculture And Agri-Food Canada Regulations State That CAIS/Agristability Payments For The 2010 CAIS/Agristability Program Year Must Be Applied Against Your Outstanding Advance, Even If It Is Before The Repayment Due Date Or Before The Crop(S) Is/Are Marketed. Your Decision To Make Application For An Eligible Advance(S) Should Be Guided Accordingly. Previous Years' CAIS/Agristability Payments Will Not Be Applied Against The Current Advance Unless The Producer(S) Is/Are In A Default Situation.*

**PRODUCER(S) WHO HAVE RECEIVED OR WILL BE APPLYING FOR ELIGIBLE ADVANCE(S)  
FROM OTHER PRODUCER ORGANIZATIONS MUST COMPLETE THE TOP OF THIS PAGE**

**DECLARATION**

**DECLARATION OF APP ADVANCE(S) RECEIVED OR THAT WILL BE APPLYING FOR FROM OTHER PRODUCER**

Name of Individual, Partnership, Corporation, Co-operative, Shareholder, Member or Partner Receiving Advance	Name of Producer Organization from which an Eligible Advance(s) was received or will be received	Agricultural Product for which an Eligible Advance(s) was received or will be received	Amount of Eligible Advance(s)
			\$
			\$

**ORGANIZATIONS (EXAMPLE: TOBACCO, APPLES, ETC.)**

**DECLARATION OF THE PRODUCER(S)**

The person(s) signing this APP Application hereby declare(s) that:

- 1) I/we am/are applying as an individual/individuals or on behalf of the Partnership/Corporation/Cooperative which I/we represent for an Eligible Advance(s) pursuant to the APP;
- 2) I/we am/are, or at least one of the Partners/Shareholders/Members of the Partnership/Corporation/Cooperative which I/we represent is/are, of the age of majority and Canadian citizen(s) or permanent resident(s) of Canada;
- 3) I/we am/are, or at least one of the Partners/Shareholders/Members of the Partnership/Corporation/Cooperative which I/we represent is/are, principally occupied in the farming operation;
- 4) I/we am/are, or at least one of the Partners/Shareholders/Members of the Partnership/Corporation/Cooperative which I/we represent is/are, the producer of the Crop(s) for which this APP Application is made, or I/we am/are, or one of such Partners/Shareholders/Members is, entitled to the Crop(s) as landlord, vendor, mortgagee or hypothecary creditor;
- 5) **no other person has an interest in the Crop(s) with respect to which this APP Application is made and the Crop(s) will be sold in my/our name or the name of the Partnership/Corporation/Cooperative which I/we represent, whichever applies;**
- 6) for the purposes of applying as an individual producer/producers, I/we am/are not required by the Income Tax Act (Canada) to report income from other farming operations or other corporations carrying on a farm business, other than the one(s) named in this APP Application, otherwise I/we have listed in this APP Application all other farming operations and corporations carrying on farm operations in which I/we have an interest;
- 7) for the purposes of applying as a Partnership/Corporation/Cooperative all Partners/Shareholders/Members who have an interest in the entity are listed in this APP Application;
- 8) neither I/we, nor any of the farming operations listed in this APP Application, nor the Partnership/Corporation/Cooperative, which I/we represent, nor any of the Partners/Shareholders/Members listed in this APP Application, have/has outstanding Eligible Advance(s) from previous Production Periods for Crop(s) of the same designation and neither I/we, nor any of those farming operations, nor the Partnership/Corporation/Cooperative which I/we represent, nor Partners/Shareholders/Members, are in default under any repayment agreement pursuant to the Advance Payments for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA), SCAP, ESCAP, or AMPA;
- 9) neither I/we, nor the Partnership/Corporation/Cooperative which I/we represent, is ineligible under an advance guarantee agreement made pursuant to AMPA, SCAP, or ESCAP for the Production Period for which this APP Application is made;
- 10) I, or the Partnership/Corporation/Cooperative which I represent, as the case may be, am participating in a BRM program as outlined in this APP Application;
- 11) the only liens or encumbrances on the Crop(s) are those listed in this APP Application;
- 12) in the event of a default I/we, or the Partnership/Corporation/Cooperative which I/we represent, acknowledge that I/we or the Partnership/Corporation/Cooperative which I/we represent, may be denied access to other federal agricultural support programs or, alternatively, the Minister reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs;
- 13) this APP Application is consistent with the purpose of the APP;
- 14) all of the information provided in this APP Application is true and correct in every respect;
- 15) failing to comply with APP Application requirements may delay the processing of the APP Application or may render me/us or the Partnership/Corporation/Cooperative which I/we represent ineligible for receiving Eligible Advance(s) under the APP;
- 16) I/we have read all the terms and conditions which are attached to and form part of this APP Application, including those in this Section and I/we and the Partnership/Corporation/Co-operative which I/we represent agree to comply with all such terms and conditions;
- 17) if I/we am/are a current or former public office holder, public servant or Member of the House of Commons, I/we am/are not prohibited to derive benefits from the APP under any applicable federal conflict of interest or ethical principles and I/we am/are in compliance with applicable federal conflict of interest or ethical principles, rules and obligations; and
- 18) I/we have submitted the duly completed priority agreements required for every secured creditor that has an assignment on the proceeds of the BRM program(s) used to secure the Eligible Advance(s) as applicable, and/or that holds a lien or encumbrance on crop(s) listed on pages 2 to 4 of this APP Application.
- 19) I/we agree, pursuant to section 23 (4) of the AMPA, to the limitation period of six (6) years from the day on which the Minister is subrogated as per the Terms and Conditions of this APP Application for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 20) I/We acknowledge that, in cases where the Producer(s) is/are declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to ACC's rights against the Producer(s) in default and against persons who may be personally liable under this repayment agreement.
- 21) I/We declare that I/we have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*, I/We are not subject to a receiving order under that act, are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*

- 22) I/we acknowledge that the information provided on this APP Application is complete and accurate and that providing false or misleading information will result in an automatic default with the loss of all benefits related to the APP.
- 23) The Crop is produced by me/ the Partnership /the Corporation/ the Corporation as part of the operations of my/ the Partnership/ the Corporation/ the Cooperative farming business.

**FOR SOLE PROPRIETORS ONLY (NOTE – if any of 24, 25, and 26 are not correct, please notify ACC to complete further requirements)**

**RELATED PRODUCERS**

- 24) I do not share the reporting of income or losses of any other farming operation with a related producer (i.e., a producer with whom I do not deal at arm's length, including siblings; parents; or children, by blood, marriage, or adoption; spouses, including common-in-law; or individuals with whom the applicant is cohabitating);
- 25) A related producer(s) has not applied for an APP advance in this Production Period or does not have an outstanding APP advance from a previous Production Period; and
- 26) A related producer is not ineligible for an APP advance as a result of a default under APP, SCAP, or ESCAP

**TERMS AND CONDITIONS**

In consideration of ACC granting Eligible Advance(s) pursuant to the provisions of the APP, the parties hereunto agree as follows:

**1.0 Important Terms**

- 1.1 "AAFC" means Agriculture and Agri-Food Canada;
- 1.2 "ACC" means ACC Farmers' Financial;
- 1.3 "Advance Rate(s)" means the rate(s) as set out on the Worksheets for calculating Eligible Advance(s) issued on or after April 1, 2010, as may be amended from time to time;
- 1.4 "AMPA" means Agricultural Marketing Programs Act;
- 1.5 "APP" means the Advance Payments Program;
- 1.6 "APP Application" means this APP Application for an Advance (Crops), all appendices forming part thereof and all amendments thereto;
- 1.7 "BMO Bank of Montreal prime lending rate" shall mean the floating annual rate of interest, including any charges of an equivalent nature thereto or such other measurement of rate of return or return on investment or substitute therefore, established from time to time by BMO Bank of Montreal as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada;
- 1.8 "BRM" means Business Risk Management;
- 1.9 "Crop(s)" means the agricultural products described in section 1.15 of these Terms and Conditions and any Crop(s) planted in any subsequent years;
- 1.10 "Eligible Advance(s)" means the advance Producer(s) is/are entitled to as calculated in the APP Application or any amendment thereto;
- 1.11 "ESCAP" means the Enhanced Spring Credit Advance Program;
- 1.12 "Guarantee" means the guarantee given by the Minister to ACC pursuant to the APP for the repayment of Eligible Advance(s);
- 1.13 "Her Majesty" means Her Majesty the Queen in Right of Canada;
- 1.14 "Minister" means the minister of AAFC or any person authorized to act on his or her behalf;
- 1.15 "Storable Agricultural Crop(s)" means those agricultural products listed on pages 2 to 4 of this APP Application;
- 1.16 "Obligations" means all money, liabilities, and obligations of every kind and description of the Producer(s) to ACC, whether now or hereafter due or owed, or any future liability or advance, whether direct, indirect or contingent and whether the Producer(s) be bound alone or with others and whether as principal or surety, including the Eligible Advance(s), any unpaid balance of the Eligible Advance(s), interest and costs, including costs of enforcement of the rights of ACC pursuant to this APP Application, the Related Documents any other agreement or agreements between the Producer(s) and ACC or AMPA;
- 1.17 "Producer(s)" means the producer or producers named on page 1 of this APP Application;
- 1.18 "Production Period" is the period defined in 7.1 of these terms and conditions;
- 1.19 "Related Documents" means, any promissory note, loan agreement, account agreement, guarantees, trust deeds, mortgages, security agreement, or any other documents executed in connection with or forming part of this APP Application or any other application for Eligible Advance(s) by ACC to the Producer or related thereto, whether already existing or executed now or later and whether in electronic or other format;
- 1.20 "SCAP" means the Spring Credit Advance Program;
- 1.21 "Worksheet" means the template used to calculate the Eligible Advance(s) for the purpose of APP and being pages 2 to 4 of this APP Application.
- 1.22 "Guarantor(s)" means the person(s) who guaranteed the Obligations of the Producer(s) to ACC under this APP Application

**2.0 Issuance of the Advance**

- 2.1 ACC shall make an Eligible Advance(s) calculated in accordance with the Worksheet and using the Advance Rate(s), upon the execution of this APP Application by ACC.
- 2.2 Producer(s) securing the Eligible Advance(s) with CAIS/AGRISTABILITY shall provide a copy of a document confirming the final security level/amount used to secure Eligible Advance(s) as applicable.
- 2.3 Should the confirmation of the final security level/amount demonstrate that the amount of stored Crop(s) or the security level/amount, as applicable, is not sufficient to justify the outstanding Eligible Advance(s) to Producer(s), ACC shall notify Producer(s) that he/she/it/they has/have thirty (30) calendar days to repay the part of the outstanding amount of the Eligible Advance(s) that exceeds the reduced coverage amount by more than six thousand dollars (\$6,000) or ten percent (10%) or, if eligible, make application for Eligible Advance(s) on another commodity and have the proceeds applied to the deficit. Failing this, Producer(s) will be declared in default.
- 2.4 Should the Eligible Advance(s) on Storable Agricultural Crop(s) demonstrate that, through no fault of the Producer(s), the coverage amount under the eligible BRM program or the value of the Crop(s), once produced, is/are not sufficient to justify the outstanding Eligible Advance(s), ACC shall notify Producer(s) that he/she/it/they has/have thirty (30) calendar days to repay the part of the outstanding amount of the Eligible Advance(s) that exceeds the reduced coverage amount by more than six thousand dollars (\$6,000) or ten percent (10%) or, if eligible, make application for Eligible Advance(s) on another commodity and have the proceeds applied to the deficit. Failing this, Producer(s) will be declared in default.
- 2.5 Any Eligible Advance(s) shall be issued after April 1, 2010.

**3.0 Repayment of the Advance**

- 3.1 Producer(s) shall repay Eligible Advance(s) as specified in this APP Application to ACC by September 15, 2011 for Storable Agricultural Crop(s) by one or a combination of the following methods:
  - a) by selling the portion of the Crop(s) in respect of which the Eligible Advance(s) is/are made to buyer(s) named by ACC, and authorizing buyer(s) to withhold from the amount payable to Producer(s) by buyer(s), in respect of each unit of Crop(s), an amount at the applicable Advance Rate(s) in effect at the time of repayment until all Eligible Advance(s) made to Producer(s) and the interest payable by Producer(s) on Eligible Advance(s) is/are repaid
  - b) by selling or otherwise disposing of that portion of the Crop(s) in respect of which the Eligible Advance(s) is/are made and paying directly to ACC for each unit of Crop(s) within seven (7) business days of receipt of payment or within forty-five (45) days of delivery to buyer(s), whichever is earlier, an amount at the applicable Advance Rate(s) in effect at the time of repayment until all Eligible Advance(s) made to Producer(s) and the interest payable by Producer(s) on those Eligible Advance(s) is/are repaid;

- c) by selling or otherwise disposing of that portion of the Crop(s) in respect of which the Eligible Advance(s) is/are made and paying directly to ACC for each unit of Crop(s) within seven (7) business days of receipt of payment or within forty-five (45) days of delivery to buyer(s), whichever is earlier, an amount at the applicable Advance Rate(s) in effect at the time of repayment until all Eligible Advance(s) made to Producer(s) and the interest payable by Producer(s) on those Eligible Advance(s) is/are repaid;
  - d) by making a cash payment without proof of sale on or before the last day of the Production Period up to the greater of \$1,000 or ten percent (10%) of the total amount of the Eligible Advance(s); or
  - e) by paying directly to ACC any amount received under an eligible BRM program.
- 3.2 If Producer(s) choose(s) to repay in cash an amount in excess of the amounts specified in paragraph 3.1c) without proof of sale of the Crop(s), Producer(s) will be charged interest at the rate of prime plus 3%, calculated daily and compounded monthly, on the excess amount from the day the Eligible Advance(s) is/was issued to the day the repayment is/was made.
- 3.1 In the event that Producer(s) repay(s) the amount of the Eligible Advance(s) to ACC by selling the Crop(s) or part of the Crop(s) in the manner described in subsection 3.1 a), Producer(s) shall:
- a) indicate in writing to ACC to which buyer(s) named by ACC the Crop(s) will be sold prior to selling the Crop(s) to such buyer(s);
  - b) notify ACC immediately upon receiving any information to the effect that the named buyer(s) is/are not promptly remitting to ACC the amount so withheld; and
  - c) remain liable to ACC for repayment of any part of Eligible Advance(s) where the said buyer(s) has/have failed to remit to ACC that part of the Eligible Advance(s) withheld by it pursuant to its agreement with ACC.
- 3.4 For interest-bearing Eligible Advance(s), interest will be added to the final repayment. ACC reserves the right to collect interest for interest-bearing advances on a monthly or quarterly basis subject to thirty days written notice to the Producer(s).

#### 4.0 Security Interests

- 4.1 Producer(s) hereby grant(s) to ACC a security interest in the Crop(s), and in the proceeds of any eligible BRM program as identified in Sections 2.1 to 2.3 of this APP Application, including all CAIS/AGRISTABILITY proceeds to secure repayment of Eligible Advance(s) plus interest and costs. Producer(s) further agree(s) that ACC's interest shall rank prior to the interest of any other creditor or security holder and Producer(s) shall obtain any and all priority agreements to perfect this security and ranking. Producer(s) also agree(s) that upon default, ACC has the right to seize the Crop(s) wheresoever situated and to sell the Crop(s) as ACC sees fit in order to repay Eligible Advance(s) plus interest and any costs of seizure and other enforcement, including legal fees on a full indemnity basis.

#### 5.0 Default

- 5.1 Producer(s) is/are in default if Producer(s):
- a) has/have not met all his/her/its/their obligations under the APP Application by the end of the Production Period;
  - b) file(s) a notice of intention to make a proposal or makes a proposal under the *Bankruptcy and Insolvency Act*, is/are subject to a receiving order under that Act, become(s) bankrupt or seeks protection under any other insolvency or bankruptcy related statute;
  - c) is/are otherwise declared in default by ACC in accordance with this APP Application;
  - d) make(s) any representation, warranty, statement, or disclosure in connection with this APP Application that is false or erroneous in any material respect;
  - e) has/have failed to supply information that is material; or
  - f) fail(s) to perform or observe any of the covenants contained in this APP Application or is/are in jeopardy of so doing.
- 5.2 ACC shall declare Producer(s) in default and inform Producer(s) of the same, if Producer(s):
- a) has/have not met any of the obligations under this APP Application within twenty (20) days after the day on which ACC mails or delivers a notice to the Producer(s) setting out the particulars of any obligation the Producer(s) has/have failed to meet;
  - b) at any time breaches irremediably any substantial obligation under the APP Application; or
  - c) provide(s) false or misleading information to ACC for the purpose of obtaining Eligible Advance(s), or evading compliance with an undertaking to repay it/them.
- 5.3 Upon default, the Producer(s) is/are liable to ACC for:
- a) the outstanding amount of Eligible Advances(s);
  - b) interest at the rate specified in Section 6.0 of these terms and conditions on the outstanding amount of Eligible Advance(s), calculated from the date Eligible Advance(s) were issued until Eligible Advance(s) is/are repaid; and,
  - c) costs incurred by ACC to recover the outstanding Eligible Advance(s) and interest including legal costs on a full indemnity basis.
- 5.4 If Producer(s) is/are declared in default and the Minister makes payment under the Guarantee, the Minister is subrogated to all rights of ACC against the Producer(s) and against any other persons liable under this APP Application. Producer(s) is/are, in addition to the amounts stated in subsection 4.1 and 5.3 of these terms and conditions, liable to the Minister for interest at the rate specified in paragraph 6.1(b) of these terms and conditions on the amount of the liability under the said subsection 4.1 and 5.3 and the costs incurred by the Minister to recover the amount, including legal costs on a full indemnity basis.

#### 6.0 Interest Rates

- 6.1 The interest rate payable by Producer(s) during the Production Period in compliance with the AMPA and this APP application will be:
- a) 0% on the amount under \$100,000; and,
  - b) BMO Bank of Montreal prime lending rate calculated daily and compounded monthly, on the amount over \$100,000.
- 6.2 In the event that Producer(s) is/are declared in default, the interest payable by Producer(s) will be:
- a) at the rate of BMO Bank of Montreal prime lending rate plus 3%, calculated daily and compounded monthly, on the amount of the outstanding balance from the date Eligible Advance(s) was/were issued to the date the Producer(s) was/were declared in default; and
  - b) at the rate of BMO Bank of Montreal prime lending rate plus 3%, calculated daily and compounded monthly, on the amount of the outstanding liability from the date of default until Eligible Advance(s), interest and all costs of collection are repaid in full.
- 6.3 ACC reserves the right and the Producer(s) hereby agree(s) that ACC shall be entitled to change the rate of or manner in which interest is calculated on the Eligible Advance(s) (the "Rate Change") to such rate as ACC shall decide upon from time to time. ACC shall give the Producer not less than thirty days written notice before such Rate Change comes into effect specifying the new rate of or manner in which interest is calculated, the effective date of the Rate Change (the "Effective Date") and the Producer shall thereafter have thirty days from the date of such notice to inform ACC in writing that the Producer accepts or rejects such Rate Change. If the Producer rejects such Rate Change within the thirty days then the Eligible Advance(s) and interest accrued and any other monies owed to ACC shall become due and payable on the Effective Date which, if not paid, shall entitle ACC to all its remedies hereunder as if payment of the Eligible Advance(s) were in default. If the Producer accepts the Rate Change then the Rate Change shall come into effect as of the Effective Date and the Eligible Advance(s) shall thereafter bear interest in the manner and at the rate specified in the notice of the Rate Change. If the Producer fails to inform ACC in writing within the time specified of the Producer's acceptance or rejection of the Rate Change the Producer(s) shall be deemed to have accepted the Rate Change and the Rate Change shall come into effect as of the Effective Date and the Eligible Advance(s) shall thereafter bear interest in the manner and at the rate specified in the notice of the Rate Change.

#### 7.0 General

- 7.1 A Production Period for all Crop(s) commences on April 1, 2010, and terminates on September 30, 2011
- 7.2 Eligible Advance(s) is/are deemed to have been received on that portion of the Crop(s) first sold. Producer(s) shall not dispose of any other part of the Crop(s), in any manner, before disposing of that portion of the Crop(s) for which Eligible Advance(s) was/were received
- 7.3 This APP Application shall commence upon approval of this APP Application by ACC, and shall terminate upon repayment of all Eligible Advance(s) provided for in this APP Application.
- 7.4 ACC or its authorized agent has the right to inspect the Crop(s) at any time.
- 7.5 Producer(s) shall give immediate notice to ACC of any material loss, destruction or damage to the Crop(s).

- 7.6 Producer(s) shall give immediate notice to ACC of any material loss, destruction or damage to the Crop(s).
- 7.7 If the Crop(s) or a portion of the Crop(s) for which Eligible Advance(s) was/were made ceases to be in marketable condition, the Producer(s) shall immediately inform ACC and the Producer(s) become(s) liable to repay to ACC for that the portion of Eligible Advance(s), together with interest on it/them from the date Eligible Advance(s) was/were made, that is attributable to the unmarketable portion of the Crop(s).
- 7.8 This APP Application shall be interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 7.9 Producer(s) shall have insurance on the entire Crop(s) for which Eligible Advance(s) was/were made to the full extent of Eligible Advance (s) for all insurable perils until Producer's(s') liability is repaid. Producer(s) further agree(s) that any payout of this insurance will first be used to repay any outstanding Eligible Advance(s).
- 7.10 Whenever the singular or masculine is used throughout this APP Application, it shall be construed as including the plural, feminine or neutral whenever the context and/or the parties hereto require.
- 7.11 In the event that any part of this APP Application is found to be invalid by a court of law, then such part shall be deemed to be severed from this APP Application and Producer(s) agree(s) to be bound by the terms and provisions of the balance of this APP Application.
- 7.12 This APP Application shall not terminate by reason of death or disability of Producer(s), but shall continue to be binding upon the personal representative(s) who shall execute any instruments which may be necessary or proper to carry out the purposes and intent of this APP Application.
- 7.13 The Producer(s) agree(s) to provide ACC with any information requested by ACC to substantiate the statements made in this APP Application or to further satisfy eligibility requirements. Failure to provide such information as requested by ACC may result in a rejection of the APP Application or in the Producer(s) being declared in default if Eligible Advance(s) has/have been issued.
- 7.14 For the purposes of giving effect to any of the Producer's(s') undertakings under the APP Application, notably concerning the priority agreement, the security and assignment of rights, Producer(s) shall make, execute and deliver to ACC any documents or agreements as ACC may reasonably request, including security agreements, assignments and financing statements.
- 7.15 All parties herein agree that should there be any discrepancies between this APP Application and the AMPA and its regulations, the AMPA and its regulation will supersede this APP Application.
- 7.16 **PRIVACY AND CONSENT TO DISCLOSURE OF INFORMATION**

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to the obtaining by ACC and its agent CRM Canada Ltd. of credit information, including, but not limited to a credit report, relating to the Producer(s) and Guarantor(s) from affiliated and subsidiary companies of ACC, credit bureaus, agencies, banks, credit unions, trust companies, financial institutions, creditors, lenders, grain elevators, producer organizations, Farm Credit Canada (FCC), suppliers, government ministries, departments and agencies (federal, provincial or territorial) and such other third parties as ACC shall decide upon from time to time (all of the foregoing hereinafter "Third Parties") and to the collection, use and disclosure by ACC from and to such Third Parties of the personal, business and commercial information about Producer(s) and Guarantor(s) for the purpose of: (i) verifying and determining the Producer's(s') eligibility and continuing eligibility for Eligible Advance(s); (ii) verifying and determining the status of Eligible Advance(s); (iii) realizing on the security for Eligible Advance(s); and, (iv) verifying and determining the indebtedness of Producer(s) to Third Parties.

A signed copy of this APP Application can be relied upon by Third Parties as Producer's(s') and Guarantor's(s') authorization and consent for the Third Parties to disclose credit information about the Producer(s) and Guarantor(s) to ACC.

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to the collection, use and disclosure by ACC from and to all such persons listed as Producer(s) and Guarantor(s) hereunder and all such persons listed in the authorization form attached hereto ("Authorized Persons") and to AAFC of the personal, business and commercial information about Producer(s) for the purpose of: (i) verifying and determining the Producer's(s') eligibility and continuing eligibility for Eligible Advance(s); (ii) verifying and determining the status of Eligible Advance(s); (iii) realizing on the security for Eligible Advance(s); and, (iv) verifying and determining the indebtedness of Producer(s) to Third Parties.

Unless Producer(s) withdraw(s) consent by completing the withdrawal of consent form attached hereto, Producer(s) hereby authorize(s) and consent(s) to the use by ACC of the personal, business and commercial information about Producer(s) for the purpose of contacting the Producer to provide information in relation to other programs offered or administered by ACC.

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to:

- a) the disclosure by AAFC to ACC of such information regarding Producer(s) as either may have in their respective files, including but not limited to those of any BRM Program;
- b) the disclosure by ACC of such information as is contained in or related to this APP Application to AAFC and
- c) the obtaining from and disclosure by Third Parties to ACC and AAFC, of the Producer's(s') sales reports.

Producer(s) and Guarantor(s) hereby authorize(s) and consent(s) to ACC and AAFC:

- a) collecting the information contained in, with, or pursuant to this APP Application;
- b) using the information for the purposes of assessing the APP Application, administering, auditing, analyzing and evaluating the APP;
- c) conveying the information contained in this APP Application and associated documentation, both personal and otherwise, to provincial governments and their agencies, for the purposes of verifying APP entitlements, verification, assignment and realization of security; and
- d) conveying the information contained in this APP Application and associated documentation, both personal and otherwise, to other organizations administering the APP, for the purposes of verifying benefits under the APP.

ACC and AAFC agree that (i) the personal information provided will be protected under the federal Privacy Act and the provisions of the federal Access to Information Act; and, (ii) the personal information retained by AAFC will be held in Personal Information Bank PPU140. Producer(s) and Guarantor(s) may access its/their personal information held by AAFC by making a formal request under the Privacy Act in writing or by completing a Personal Information Request Form which is available through Info Source or at Web Site [http://www.tbs-sct.gc.ca/tbsf-fsct/350-58\\_e.asp](http://www.tbs-sct.gc.ca/tbsf-fsct/350-58_e.asp). Producer(s) request(s) should be mailed to: Agriculture and Agri-Food Canada, Coordinator, Access to Information and Privacy, 930 Carling Avenue, Room 282, Ottawa, Ontario K1A 0C5. Tel. 613-759-6602, Fax: 613-759-6547).

ACC and AAFC hereby give notice that all non-federal government organizations are obligated to protect personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) or under legislation applicable within their jurisdiction. Producer(s) and Guarantor(s) may access its/their personal information held by ACC, obtain a copy of ACC's Privacy Policy or to pose questions or concerns regarding privacy issues relating to ACC by contacting the ACC's Privacy Compliance Officer at 1-888-278-8807.

- 7.17 In the event ACC is notified by the holder of a registered Purchase Money Security Interest (PMSI) that it has security from Producer(s) for crop inputs supplied by such holder to Producer(s), Producer(s) acknowledge(s) and confirm(s) that ACC may, in its uncontrolled and unfettered discretion, include the name of the holder(s) of such PMSI as payee(s) on Eligible Advance(s) advanced by ACC pursuant to this APP Application.
- 7.18 a) Producer(s) hereby irrevocable authorize(s) and direct(s) ACC to:
- i) deduct 1% of the actual Eligible Advance(s) when Eligible Advance(s) is/are issued and to hold this amount as a holdback;
  - ii) deduct the management fee and compliance fee as established by ACC, from the proceeds of the Eligible Advance(s); and,
  - iii) in the event of default or shortfall by Producer(s), to apply any monies held by ACC as a holdback to said Producer's(s') liability for repayment of the Eligible Advance(s) interest and costs.
- b) Producer(s) acknowledge(s) and agree(s) that no interest is payable by ACC to the Producer(s) on any holdback.

- 7.19 Producer(s) acknowledge(s) and agree(s) that Producer's(s') total indebtedness and repayment obligation applies to the amount actually advanced plus the holdback, management and compliance fee and all interest thereon.
- 7.20 Producer(s) hereby constitute(s) and irrevocably appoint(s) ACC, or any of its officers or directors as the Producer's (s') lawful attorney for the purposes of:
- a) making any amendments, deletions or additions to this APP Application that may be required to correct any errors or omissions that may be discovered in same;
  - b) endorsing on Producer's (s') behalf any cheques payable jointly to Producer(s) and ACC, and this shall be the Producer's(s') irrevocable authority for so doing.
- 7.21 Producer(s) consent(s) to ACC receiving a sales report from Third Parties which may contain the Producer's(s') date of receipt of payment (date of cheque issuance), and quantity sold for any Crop(s). Producer(s) consent(s) to ACC initiating a pre-authorized debit for the corresponding repayment due on the seventh calendar day after the date of receipt of payment (date of cheque issuance) for the Crop(s) covered by this APP Application.
- 7.21 In order to ensure compliance with the repayment requirements of this APP Application, it is agreed that ACC may utilize its authority under the Pre-Authorized Debit Agreement executed by Producer(s) as part of this APP Application to make Eligible Advance(s) loan repayments including any applicable interest, costs, and fees as detailed in this APP Application. In the event there remains outstanding Eligible Advance(s) balance(s) on September 15, 2011 it is acknowledged that ACC will utilize its authority under the Pre-Authorized Debit Agreement executed by Producer(s) as part of this overall APP Application to repay the remaining balance of Eligible Advance(s) and any applicable interest and costs as detailed in this APP Application.
- 7.22 No amendment to this APP Application which may result in the reduction of the value of the security pursuant to section 4.0 of these terms and conditions, other than an amendment to correct a clerical or mathematical error, shall be made without written permission of the Minister.
- 7.23 Unless authorized by the Minister, any amendment to the APP Application as per Subsection 7.22 of these terms and conditions will not be retroactive and will come into force on the day that the amendment is signed and will substantially conform with the Advance Payments Program Administration Guidelines for 2010-11. The parties recognize that any interest benefit received as a result of paragraph 6.1.(a) of these terms and conditions before the coming into force of the amendment does not need to be reimbursed.
- 7.24 Producer(s) shall respect the terms of the BRM program used as security as per section 4.0 of these terms and conditions and shall ensure that any payments from the BRM program related to the Crop(s) are forwarded to ACC up to the extent of Eligible Advance(s) and the Producer(s) must notify ACC if further requests for an assignment of the BRM program proceeds are made, granted or registered.
- 7.25 Producer(s) shall not enter into any deferred payment arrangement/contract with a buyer without the prior written approval/authorization of ACC.
- 7.26 Where ACC determines that the Producer(s) is/are insolvent, bankrupt, or has recently filed a notice of intention to make a proposal or has made a proposal under the *Bankruptcy and Insolvency Act* or is seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act* the Producer(s)'s application must be rejected.
- 7.27 This application and all related agreements enure to the benefit of the successors and assigns of ACC, who may avail themselves of it in the same manner as ACC. No other party to this Agreement may assign its rights or obligations under this application and agreements without ACC prior written approval. Any reference herein to any party to this Application or related agreement is deemed to include the heirs, executors, liquidators, administrators, legal representatives, successors and assigns of such party, as the case may be, and this application and the related agreements are binding upon them.
- 7.28 This application and all related documents are governed and interpreted by the laws in force in Quebec. Each Party acknowledges the jurisdiction of the courts of such Province regarding any aspect of this agreement and the remedies that may arise thereunder.
- 7.29 Each Party to this application and all related agreements has expressly requested that this application and all documents relating thereto be drawn up in the English Language. Chaque partie de cette demande a expressément demandé que ce contrat et tous les documents qui s'y rapportent soient rédigés en langue anglaise.

**ALL PRODUCER(S) MUST DATE AND SIGN THIS PAGE**

**IF A SOLE PROPRIETOR, SOLE PROPRIETOR MUST SIGN, IF A PARTNERSHIP OR CORPORATION ALL PARTNERS OR ALL CORPORATION SHAREHOLDERS MUST SIGN**

Signed, and delivered by the Producer(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_  
**Producer Signature**  
**I/WE have authority to bind the Producer**

X \_\_\_\_\_  
**Witness (Must Not Be A Relative)**

X \_\_\_\_\_  
**Producer Signature**  
**I/WE have authority to bind the Producer**

X \_\_\_\_\_  
**Witness (Must Not Be A Relative)**

X \_\_\_\_\_  
**Producer Signature**  
**I/WE have authority to bind the Producer**

X \_\_\_\_\_  
**Witness (Must Not Be A Relative)**

X \_\_\_\_\_  
**Producer Signature**  
**I/WE have authority to bind the Producer**

X \_\_\_\_\_  
**Witness (Must Not Be A Relative)**

**FOR OFFICE USE ONLY**

Delivered and attested to for ACC

ACC declares having taken all necessary steps, in accordance with the *AMPA*, its Regulations, the Advance Guarantee Agreement and APP administrations guidelines, to ensure, to the best of ACC's abilities, that the current APP Application by the Producer(s) is accurate and complete before granting the above mentioned Eligible Advance.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_  
Officer Signature

**ALL SOLE SHAREHOLDER CORPORATIONS MUST COMPLETE, DATE AND SIGN PART A**

**A. PERSONAL SURETYSHIP (only applicable if the Producer(s) is/are a Corporation with a Sole Shareholder)**

I, \_\_\_\_\_ being the sole shareholder of Producer (s) in consideration of Eligible Advance(s) being made to it by ACC for the APP Production Period specified in the APP Application, and the Minister guaranteeing the repayment of such Eligible Advance (s) and interest thereon, do hereby agree to be personally liable to ACC and the Minister for any amount owing by Producer(s) pursuant to the APP and this APP Application, which suretyship shall survive the bankruptcy or insolvency of Producer (s). My undertaking hereunder toward ACC is solidary with the obligations of Producer (s).

With respect to suretyship I give, I hereby waive the right to invoke the benefit of division and the benefit of discussion and the right I could have had under Section 2362 of the *Quebec Civil Code* to terminate this suretyship after three (3) years. This suretyship is not attached to the performance of special duties with the Corporation and Section 2364 of the *Quebec Civil Code* therefore does not apply. This suretyship is unconditional and irrevocable.

I subordinate my claims, present and future, against the Producer to any amount owing by the Producer to ACC pursuant to the APP and this APP Application, so as to enable ACC in all circumstances to be fully paid the amounts owed to it in priority over such claims. Any payment received by me with respect to such claims shall be received on behalf of ACC and shall be remitted to ACC immediately. Such remittance shall not constitute a full or partial discharge of the liability of any Guarantor hereunder. This subrogation is independent of the suretyship hereunder and shall remain in effect notwithstanding the termination of the suretyship.

As general and continuing security for the Obligations of the undersigned hereunder, the undersigned hereby grants a movable hypothec for the sum of the Eligible Advance(s).

This hypothec also charges the following present and future property, to the extent it is not already included in the description hereinabove, but without limiting the charges arising by the mere operation of law:

- a) the product of any sale, rental or other disposition of the Guarantor's claims, as well as any claim resulting from such operations;
- b) any right pertaining to the Guarantor's claims as well as the fruits and revenues it might produce, including all insurance or expropriation indemnities payable with respect to such property;
- c) all titles, documents, registers, invoices and accounts evidencing the Guarantor's claims or with respect thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise;
- d) the property (including money) that replaces that which is already charged by the hypothec constituted by this Hypothec, to the extent the former is not otherwise hypothecated pursuant to this Hypothec or by operation of law.

*Please note: By signing this document, you understand and agree that action may be taken against you personally.*

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Signature of Shareholder

X \_\_\_\_\_  
Witness (Must Not Be A Relative)

**ALL MULTIPLE SHAREHOLDER CORPORATIONS AND ALL PARTNERSHIPS MUST COMPLETE, DATE AND SIGN PART B**

**SOLIDARY SURETYSHIP – (for Partnership, Corporation or Co-Operative)**

We, being Partners/Shareholders/Members, as the case may be of the Producer(s) in consideration of Eligible Advance(s) being made to it by ACC for the APP Production Period specified in the APP Application and the Minister guaranteeing the repayment of such Eligible Advance(s) and interest thereon, do hereby agree to be solidarily liable to ACC and the Minister for any amount owing by Producer(s) pursuant to the APP and this APP Application, which guarantee shall survive the bankruptcy or insolvency of the Producer(s). Our undertakings hereunder toward ACC are solidary with the obligations of Producer(s).

With respect to the suretyship we give, we hereby waive the right to invoke the benefit of division and the benefit of discussion and the right we could have had under Section 2362 of the *Quebec Civil Code* to terminate this suretyship after three (3) years. This suretyship is not attached to the performance of special duties with the Partnership, Corporation or Co-Operative and Section 2364 of the *Quebec Civil Code* therefore does not apply. This suretyship is unconditional and irrevocable.

I subordinate my claims, present and future, against the Producer to any amount owing by the Producer to ACC pursuant to the APP and this APP Application, so as to enable ACC in all circumstances to be fully paid the amounts owed to it in priority over such claims. Any payment received by me with respect to such claims shall be received on behalf of ACC and shall be remitted to ACC immediately. Such remittance shall not constitute a full or partial discharge of the liability of any Guarantor hereunder. This subrogation is independent of the suretyship hereunder and shall remain in effect notwithstanding the termination of the suretyship.

As general and continuing security for the Obligations of the undersigned hereunder, the undersigned hereby grants a movable hypothec for the sum of the Eligible Advance(s)

This hypothec also charges the following present and future property, to the extent it is not already included in the description hereinabove, but without limiting the charges arising by the mere operation of law:

- a) the product of any sale, rental or other disposition of the Guarantor's claims, as well as any claim resulting from such operations;
- b) any right pertaining to the Guarantor's claims as well as the fruits and revenues it might produce, including all insurance or expropriation indemnities payable with respect to such property;
- c) all titles, documents, registers, invoices and accounts evidencing the Guarantor's claims or with respect thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise;
- d) the property (including money) that replaces that which is already charged by the hypothec constituted by this Hypothec, to the extent the former is not otherwise hypothecated pursuant to this Hypothec or by operation of law.

*Please note: By signing this document, you understand and agree that action may be taken against you personally.*

**ALL SHAREHOLDERS AND/OR PARTNERS AND/OR MEMBERS MUST DATE AND SIGN THIS DOCUMENT**

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**X** \_\_\_\_\_  
Signature of Shareholder/Partner  
I/We have authority to bind the Producer

**X** \_\_\_\_\_  
Witness (Must Not Be A Relative)

**X** \_\_\_\_\_  
Signature of Shareholder/Partner  
I/We have authority to bind the Producer

**X** \_\_\_\_\_  
Witness (Must Not Be A Relative)

**X** \_\_\_\_\_  
Signature of Shareholder/Partner  
I/We have authority to bind the Producer

**X** \_\_\_\_\_  
Witness (Must Not Be A Relative)

**X** \_\_\_\_\_  
Signature of Shareholder/Partner  
I/We have authority to bind the Producer

**X** \_\_\_\_\_  
Witness (Must Not Be A Relative)

**MY/OUR AUTHORIZATION FOR PRE-AUTHORIZED DEBITS (“PAD”) ISSUED TO:**

**Payee:** ACC Farmers’ Financial (“ACC”)  
**Address:** 100 Stone Road West, Suite 101, Guelph Ontario N1G 5L3  
**Telephone:** 1-519-766-0544 or Toll Free 1-888-278-8807  
**Email:** info@accfinancial.ca

This authorization is for my/our payments due under this APP Application and is for business use.

I/We warrant and represent that the following information is accurate:

Name of financial institution (processing institution)		
Address (Including Civic number)		
City	Postal code	Your Account #
Institution # (3 digits)		Branch # (5 digits)

**I/We have attached a specimen cheque marked “VOID” to this Authorization.**

By signing below I/we hereby authorize ACC to debit my/our bank account identified above for the amounts and dates when due as listed in the Repayment Schedule and Terms and Conditions of this APP Application as I/we agreed pursuant to this APP Application, including any applicable interest, costs, and fees as detailed in this APP Application. In the event there remains an outstanding balance on September 15, 2011, in the case of Storable Crops or Livestock, or on December 14, 2010, in the case of Non-storable Crops, I/we authorize ACC to debit my/our bank account identified above for this further payment amount when due. I/We agree that if any payment is dishonoured by my/our bank for any reason, then ACC is authorized to issue another debit in place of the dishonoured payment until my/our payment is honoured.

For any debit other than my/our monthly contract payment as listed in the Repayment Schedule and Terms and Conditions of this APP Application, I/we are entitled to receive prior notice from ACC of the amounts to be debited to my/our account and the date of such debits at least 10 calendar days before the date of such debits. I/We consent to ACC providing any of these notices to me/us by the e-mail address I/we have provided below.

**I/We agree to waive notice from ACC of the amount and date of the first payment as it is listed in the APP Application Repayment Schedule.**

I/We may revoke my/our authorization at any time by providing written notice to ACC of at least 10 days before the date my/our wish for the revocation to take effect. To obtain a sample cancellation form, or for more information about my/our right to cancel this PAD Agreement, I/we may contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

In the event that ACC debits an unauthorized amount, funds will be re-deposited into the above-noted account within 30 days notice from me/us to ACC.

Signature \_\_\_\_\_  
 \_\_\_\_\_  
 (Print name)

Signature of Joint Account Holder (if applicable)  
 X \_\_\_\_\_  
 \_\_\_\_\_  
 (Print name)

Email address for notices \_\_\_\_\_  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Date)

**NB. REMEMBER TO ATTACH A VOID CHEQUE**

**CAIS/AGRISTABILITY ASSIGNMENT AGREEMENT**

ADVANCE PAYMENTS PROGRAM (APP)  
BUSINESS RISK MANAGEMENT PROGRAM PROCEEDS – ASSIGNMENT AGREEMENT

AGREEMENT DATED THIS _____ DAY OF _____, 2010  Between _____ (hereinafter referred to as the “Assignor”) and ACC Farmers’ Financial (hereinafter referred to as “ACC”)	PLEASE ENTER DATE YOU ARE COMPLETING APPLICATION
--	--

This assignment agreement is for all proceeds, up to the amount set in Part 2 below, payable to the Assignor under the Canadian Agricultural Income Stabilization (CAIS) /AGRISTABILITY program (BRM program) and is being used to secure advances issued under the Repayment Agreement (i.e., APP Application) between the Producer and ACC, dated the same date noted above, and pursuant to the Advance Payments Program and the *Agricultural Marketing Program Act (the “Act”)*

Advances have been issued on the following crops: **DECIDUOUS TREES AND/OR CONTAINER SHRUBS**  
(Insert all crops you are applying for)

**1. DEFINITIONS AND INTERPRETATIONS**

- “APP Electronic Delivery System” means the online system which electronically enables the submission of data relating to the delivery of the APP, between AAFC and Administrators;
- “Business Risk Management Program” or “BRM” refers to any program listed in the schedule of the Act that can be used to secure an advance;
- “Default” means, when used in relation to a Producer, that a producer is considered in default under a repayment agreement according to Section 21 of the Act;
- “Producer” means the individual, partnership, corporation or co-operative that applied for an advance under the Advance Payment Program.

**2. THE PARTIES HERETO AGREE THAT:**

The Assignor hereby transfers, assigns and sets over to ACC all of his/her/their right, title and interest in the proceeds to be received from the CAIS/AgriStability program in the current year and all future years until such a time as the advance in the amount of \$ \_\_\_\_\_  
Total Loan Requested

and for which this BRM program is used as security has been paid in full, and a liability to ACC no longer exists. This assignment of proceeds is not affected should the Producer become in default under the Repayment Agreement. For the purposes of giving effect to any of the Assignor’s undertakings under this agreement, the Assignor shall make, execute and deliver to the BRM Administrator or ACC, any documents or agreements as the BRM Administrator may reasonably request.

The amount of the advances(s) will be confirmed to the BRM Administrator by AAFC via the APP Electronic Delivery System or an alternative method agreed upon by AAFC and the BRM Administrator.

The Assignor allows the BRM administrator to share information with AAFC and ACC via the APP Electronic Delivery System or an alternative method agreed upon by AAFC and the BRM Administrator.

		Producer’s Name(s) (SOLE PROPRIETOR, PARTNERS, OR SHAREHOLDERS)	Producer’s Signature(s) (SOLE PROPRIETOR, PARTNERS, OR SHAREHOLDERS)
Delivered and attested to for the named Producer By	➤	_____	X _____
	➤	_____	X _____
	➤	_____	X _____
	➤	_____	X _____

Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the Privacy Act and will be stored in Personal Information Bank AAFC-PPU-140.

FOR OFFICE USE ONLY	
Delivered and attested to for ACC  X _____ Officer Signature	

ADVANCE PAYMENTS PROGRAM (APP) - PRIORITY AGREEMENT – FINANCIAL INSTITUTION

**Please Complete (Part 1 OR Part 2) plus complete & Sign Part 3**



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

PROTECTED "A" ONCE COMPLETED

**1.1 BASIC INFORMATION**

Producer Name (the "Producer") \_\_\_\_\_ APP ID \_\_\_\_\_

List of Agricultural Products (the "Agricultural Product(s)"): \_\_\_\_\_

Product #1	Product #2	Product #3	Product #4	Product #5	Product #6
<i>Deciduous Trees and/or Container Shrubs</i>					

**1.2 DEFINITIONS**

"Business Risk Management Program" or "BRM" means any program listed in the schedule of the *Agricultural Marketing Programs Act* that can be used to secure an advance;

**1.3 BANK INFORMATION**

**PART 1 – Complete this part if the Creditor HAS a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s).**

\_\_\_\_\_ located at \_\_\_\_\_ (herein referred to as the "Creditor"), does hereby consent that:  
Name of Bank or Lending Institution or Secured Party

In consideration of an advance being issued by ACC Farmers' Financial (herein called the "Administrator") to the Producer, the Administrator and the Creditor agree that the security interest in the Agricultural Product(s) listed above for which the advance was made, or the Business Risk Management (BRM) program payment(s) related to the aforementioned Agricultural Product(s) as required for the Producer's advance, now held or to be held by the Administrator, shall rank prior to any lien or security on the said Agricultural Product given by the Producer to the Creditor, whether such security was given under the authority of the *Bank Act* or under the authority of a Personal property security legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount of \$\_\_\_\_\_, as set out in the Repayment Agreement entered into between the Producer and Administrator on (date)\_\_\_\_\_, \_\_\_\_\_, plus interest on that amount. Any BRM Program proceeds payable to the Producer from the date this agreement is signed until full payment of the above-mentioned amounts shall be sent to the Administrator.

Notwithstanding the priorities set out in this agreement, the Administrator acknowledges that the Producer will operate bank accounts with the Creditor into which proceeds of property subject to the Administrator's security interest may be deposited. With the exception of any monies deposited in any accounts designated as trust accounts by the Producer for the benefit of Administrator, Creditor shall have no obligation to Administrator with respect to any monies in any other account of the Producer maintained with Creditor, or any monies that may be deposited therein or disbursed from any such other accounts, except for monies deposited therein after the Creditor has received notice from the Administrator and that the Administrator is thereafter exercising its rights in and to proceeds of the property subject to its Security.

Prior to proceeding to enforce its security, the Administrator or the Creditor, as the case may be, shall provide reasonable prior written notice of such enforcement to the other of them.

For the purposes of giving effect to any of the Producer's undertakings under this Priority Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or agreements as the BRM Program Administrator may reasonably request.

The Creditor  has  has not (please check one) taken an assignment of the applicant's CAIS/AGRISTABILITY (name of BRM Program) or **PRODUCTION INSURANCE** payments related to the Agricultural Product.

Where the Creditor has a lien or security on the Agricultural Product(s) or the BRM program proceeds related to the Agricultural Product(s), this Agreement is subject to the condition that the above mentioned advance, less any amounts legally held as an administrative fee, be payable jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied by the Creditor to reduce the Producer's indebtedness to the Creditor.

This Agreement shall continue in full force and effect until the date upon which all advances referred to herein and interest outstanding on these advances are repaid to the Administrator by the Producer.

In the case of a Lender:

Lending Institution: \_\_\_\_\_ Transit: \_\_\_\_\_

Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in the Personal Information Bank AAFC-PPU-140.

ADVANCE PAYMENTS PROGRAM (APP) - PRIORITY AGREEMENT – FINANCIAL INSTITUTION

**Please Complete (Part 1 OR Part 2) plus complete & Sign Part 3**



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

PROTECTED "A" ONCE COMPLETED

**PART 2 – Complete this part if the Creditor DOES NOT have a lien or security on the Agricultural Product(s) or the BRM Program Proceeds related to the Agricultural Product(s)**

\_\_\_\_\_ located at \_\_\_\_\_ (herein referred to as the "Creditor"), hereby consents that:  
Name of Bank or Lending Institution or Creditor

In consideration of an advance being issued by ACC Farmers' Financial (herein called the "Administrator") to the Producer, the Creditor confirms that it does not have any lien or security pursuant to Section 427 of the *Bank Act*, or pursuant to any other law of Canada or of the provinces, related to the Agricultural Product(s) or to the BRM Program payment(s) related to the Agricultural Product(s) for the above mentioned Producer. However, this does not affect the Creditor's right to extend future credit and obtain security in support of same to the Producer at the Creditor's discretion.

Lending Institution: \_\_\_\_\_ Transit: \_\_\_\_\_

**PART 3 – To be signed by all Creditors regardless of security interest or lien, by the Administrator and by the Producer.**

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

IN WITNESS WHEREOF all parties hereunto set their hands

\_\_\_\_\_  
**Name of the Creditor**

By: \_\_\_\_\_  
Signature of Authorized Officer of Creditor Date

Name and Title of Authorized Officer of Creditor: \_\_\_\_\_

ACC Farmers' Financial  
Name of Administrator

By: \_\_\_\_\_  
Signature of Authorized Officer of Administrator Date

Name and Title of Authorized Officer of Administrator: \_\_\_\_\_

\_\_\_\_\_  
**Name of Producer**

\_\_\_\_\_  
Signature of Producer or its Authorized Officer Date

\_\_\_\_\_  
Witness (where Producer is an individual) Date

Any personal information provided to Agriculture and Agri-Food Canada will be protected under the provisions of the *Privacy Act* and will be stored in the Personal Information Bank AAFC-PPU-140.

ADVANCE PAYMENTS PROGRAM (APP) - PRIORITY AGREEMENT (OTHER CREDITOR)

**For Liens OTHER THAN at a Financial Institution (e.g. Input Supplier-Based Creditors and/or Vegetable Processors)**

Producer Name (the "Producer"): \_\_\_\_\_ Amount of Advance ("Producer Loan"): \$ \_\_\_\_\_  
(Name of Individual, Partnership, or Corporation)

Agricultural Crop(s): **DECIDUOUS TREES AND/OR CONTAINER SHRUBS** (the "Crop(s)")

**PART 1 – To be completed where the Supplier/Other Creditor HAS security interest or lien in current year crops or the BRM program proceeds related to the agricultural crop(s)**

In the name of \_\_\_\_\_ located at \_\_\_\_\_ (the "Creditor"),  
Name of Secured Creditor  
does hereby consent that:

In consideration of an advance being issued by ACC Farmers' Financial (herein called the "Administrator"), the Administrator and the Creditor agree that the security interest in the Crop(s) for which the advance was made or the Business Risk Management (BRM) program payment(s) related to the aforementioned agricultural crop(s) now held or to be held by the Administrator, shall rank prior to any lien or security on the said agricultural crop(s) given by the Producer to the Creditor, whether such security was given under the authority of the *Bank Act* or under the authority of a personal property security legislation in force in the province or by operation of any other law, but only to the extent of securing repayment to the Administrator of the advance payment up to the lesser of the principal amount of \$400,000 or the amount of the advance, in accordance with the repayment agreement entered into with the Administrator, plus interest on that amount and costs of collection. Any BRM program proceeds payable to the Producer from the date this agreement is signed until full payment of the above-mentioned amounts shall be sent to the Administrator.

For the purposes of giving effect to any of the Producer's undertakings under this Agreement, the Producer shall make, execute and deliver to the Creditor or the Administrator, any documents or agreements as the BRM Program Administrator may reasonably request.

The Lender and/or Creditor  has  has not (please check one) taken an assignment of the applicant's production insurance or CAIS/AGRISTABILITY payments related to the crop(s).

Where the Creditor has a lien or security on the Crop(s) or the BRM program related to the Crop(s), this Agreement is subject to the condition that the above mentioned advance, less any amounts legally held as an administrative fee or holdback(s), be payable jointly to the Producer and the Creditor and be remitted to the Creditor forthwith by the Producer and shall be applied by the Creditor to reduce the Producer's indebtedness to the Creditor.

The Creditor hereby acknowledges that the operating credit, where applicable, granted by the Creditor to the Producer is equal to or greater than the amount of the above described advance.

The authorized line of credit at our establishment, in the name of the above mentioned Producer extends to \$ \_\_\_\_\_.

In the case of a Secured Creditor:

Name of Company: \_\_\_\_\_ Address: \_\_\_\_\_

**PART 2 – To be signed by all Creditors, regardless of security interest or lien**

This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the undersigned Creditor has caused these presents to be signed by an authorized person/officer

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name of Authorized Officer of Creditor                      Print Title                      Print Address

**X** \_\_\_\_\_  
Signature of Authorized Officer of Creditor  
I have the authority to bind the Creditor

**Part 2 must be completed even if the following applies**

Although we the Creditor **do** have a security interest or lien registered on the aforementioned Security of the Producer we hereby declare that we do not require our name to appear as a payee on any advances that may become available from ACC to the Producer.

\_\_\_\_\_  
Print Name of Authorized Officer or Creditor

\_\_\_\_\_  
Signature of Authorized Officer or Creditor  
I have the authority to bind the Creditor

**DISCLOSURE OF LOAN INFORMATION TO NON-BORROWER**

On occasion you may find it desirable for ACC to disclose personal, business and commercial information to one or more of your advisors and other persons.

Examples might include your accountant, lawyer, or spouse, if he/she did not sign the original APP Application.

In the event you wish ACC to disclose such information to such persons, please complete the "Authorization Form" below.

**Important:**

Cancellation of this "Authorization" requires a written direction, dated and signed by all persons signing below.

*Should you have questions or concerns please contact our Privacy Officer*

**AUTHORIZATION FORM**

ACC # \_\_\_\_\_

The undersigned hereby authorize ACC to release to the following person(s) our personal, business and commercial information on file with ACC.

**NB. THIS INCLUDES SPOUSE, BROTHER, FATHER, SON, ACCOUNTANT, ETC.**

NAME	RELATIONSHIP or TITLE	PHONE NUMBER	EMAIL ADDRESS

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(day) (month) (year)

x \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_  
Authorized Signing officer(s) Authorized Signing officer(s) Authorized Signing officer(s)

**NB. This authorization is valid only for the 2010-2011 Advance Payment Program**

## CHECKLIST

*Please ensure the following signatures have been obtained and the documents listed below are included with your 2010 Advance Payment Program Application:*

### SIGNATURES REQUIRED

- **All applicants must sign:** Pages 13, 14, 15 (partnerships/corporations) 16, 17, and 19
- Page 19 (Financial Institution signatures – where all Farm-related loan/deposit accounts are maintained)   
\* Page 18 also to be completed by Financial Institution if a security or lien is held on current year crops
- Page 20 (Input Supplier signature, if applicable)
- Page 21 (Disclosure of Loan Information) to be completed by applicant

### COPIES OF DOCUMENTS REQUIRED

- Copy of Void Cheque for Pre-Authorized Debit
  
- Copy of most recent CAIS/AGRISTABILITY "Benefit Decision Package" documentation including PIN # (ID #) and most recent Reference Margin

### **For New Applicants or Applicants who have changed their Corporate/Partnership Status – Copies of:**

- Birth Certificate(s) for all officers & shareholder(s)   
*(If not a Canadian birth certificate, then please provide proof of Canadian citizenship or permanent residency in Canada)*
- Partnership Agreement and Registration
- Articles of Incorporation
- Shareholder and Director Registers
- Borrowing By-Laws