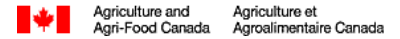




**2010-2011 ADVANCE PAYMENT PROGRAM (APP)
APPLICATION FOR ADDITIONAL ADVANCE
FOR ONTARIO GREENHOUSE VEGETABLES**

ACC Farmers' Financial, 100 Stone Rd. W., Suite 101
Guelph ON N1G 5L3

Toll Free: 1-888-278-8807 / Local Phone: 519-766-0544 / Fax: 519-766-1845



**APPLICATIONS MUST BE
POST-MARKED BY
OCTOBER 29, 2010**

ACC Producer # _____ (if known)

Name of Producer: _____
Individual, Partnership or Corporate Name

Address of Producer: _____

FOR PRODUCERS APPLYING FOR AN ADDITIONAL ADVANCE

The Producer(s) and the partner(s), shareholder(s) and member(s) who signed the APP Application (as hereinafter defined):

- request(s) an additional advance in the amount set out below (the "Additional Amount");
- agree(s) that the Additional Amount forms part of the Eligible Advance(s) as that term is defined in the Producer's Advance Payments Program (APP) – 2010-2011 Application for an Advance (Greenhouse Vegetables) (the "APP Application") as if it were an original part of the Eligible Advance(s);
- save and except as amended by this application, acknowledge(s), agree(s) and affirm(s) that the Producer partners, shareholders and members including in their capacity as guarantors is/are and continue(s) to be bound by all the terms and conditions of the APP Application and that the same apply equally to the Additional Amount.

Additional Amount Requested

Crop	Advance Rate (A)	Additional Production Based on Six Month Planting Window (i.e., Total Eligible Amount Minus Amount Already Received or Applied For) (B)	Eligible Advance (A x B) \$
English Cucumbers (Seedless)	\$2.50 per dozen	dozen	\$
Mini Cucumbers	\$0.35 per pound	pounds	\$
Beefsteak Tomatoes	\$0.24 per pound	pounds	\$
Cluster Tomatoes	\$0.57 per kg.	kilograms	\$
Orange Peppers	\$1.23 per kg.	kilograms	\$
Yellow Peppers	\$1.22 per kg.	kilograms	\$
Red Peppers	\$1.20 per kg.	kilograms	\$
Total			\$

Outstanding Balance from First Planting Window \$ _____

Additional Amount Requested \$ _____

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 15 calendar days after 6 months of the Eligible Advance(s) being issued, and no later than May 15, 2011
- 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 units sold (only the number of units on which the Eligible Advance(s) was received), and buyers – Document must be signed by the Producer(s)
- Producer(s) may list one repayment date for the full amount of Eligible Advance(s) or several repayment dates if Producer(s) wish to repay over several months (*full repayment must be made within 6 months of the Eligible Advance(s) being issued*)

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

Automatic Debit Date	Crop Name	Crop Name	Crop Name	Crop Name	Crop Name	Total Payment
	\$	\$	\$	\$	\$	
Dec 15/10						
Jan 15/11						
Feb 15/11						
Mar 15/11						
Apr 15/11						
May 15/11						
TOTAL						

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

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.

Signed and delivered by the Producer(s) this _____ day of _____, 2010.

Please have all individual producers, partners, shareholders and members who signed the original APP Application sign here.

The undersigned signs in my personal capacity and as a signing officer of the Producer.

X _____
Signature of Producer/Partner/Shareholder/Member
I/we have authority to bind the Producer

X _____
Signature of Producer/Partner/Shareholder/Member
I/we have authority to bind the Producer

X _____
Signature of Producer/Partner/Shareholder/Member
I/we have authority to bind the Producer

X _____
Signature of Producer/Partner/Shareholder/Member
I/we have authority to bind the Producer

FOR OFFICE USE ONLY	
X	
Signature of Officer of ACC Farmers' Financial	Date

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>Greenhouse Vegetables</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) payments related to the Agricultural Product. **or PRODUCTION INSURANCE**

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 (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): **GREENHOUSE VEGETABLES** (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 _____, 2010.

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