

**AGRICULTURE & AGRI-FOOD CANADA – AGRICULTURAL MARKETING PROGRAMS ACT (AMPA)
APPLICATION FOR CORN ADVANCE PAYMENT 1999-2000 CROP YEAR**

| | | |
|---|--------------------------------|---|
| TO: Ontario Corn Producers' Association 90 Woodlawn Rd. W., Guelph, Ontario N1H 1B2 (the Producer Organization) | 1) Date of Application: | Application Deadline: All applications must be postmarked no later than February 29, 2000 |
|---|--------------------------------|---|

ADMINISTRATION FEE AND STORAGE INSPECTION FEE (IF APPLICABLE) WILL BE DEDUCTED FROM YOUR ADVANCE CHEQUE. PLEASE DO NOT SEND CHEQUE WITH APPLICATION.
ADMINISTRATION FEES

| Amount of Advance | Elevator-Stored Corn | On-Farm Storage Applicants Requiring OCPA Inspection |
|----------------------|----------------------|--|
| \$25,000 and under | \$80 | \$115 |
| \$25,000 - \$ 75,000 | \$110 | \$145 |
| \$75,000 - \$125,000 | \$140 | \$175 |
| over \$125,000 | \$170 | \$205 |

2) Application is for an: INDIVIDUAL PARTNERSHIP CORPORATION
(Hereinafter referred to as the Producer)

3) Name of Applicant Producer:
(NOTE: ALL NAMES GIVEN MUST INCLUDE LEGALLY GIVEN FIRST NAME, ALL MIDDLE NAMES, as on birth certificate)

| | | |
|---|---|-----------------------------|
| PRODUCER NAME, PARTNERSHIP OR CORPORATE NAME | BIRTH DATE | SOCIAL INSURANCE # |
| | month day year | |
| 4) R.R. NO., STREET ADDRESS OR BOX NO. | LOT. NO | CONC. # |
| | | TOWNSHIP COUNTY |
| CIVIC ADDRESS (if applicable) | 5) TELEPHONE/FAX T () F () | |
| TOWN OR CITY | PROVINCE | POSTAL CODE |
| | | 6) OCPA MEMBERSHIP # |

7) The following are the full ownership particulars of the partnership/corporation/co-operative:

| Name and Address of All Partners or Shareholders or Co-Operative Members | Percentage of Shares/Ownership | Telephone Number | Birth Date | Social Insurance # |
|--|--------------------------------|------------------|--------------------------|--------------------|
| | | | Month Day Year | |
| 1) | | | | |
| 2) | | | | |
| 3) | | | | |

| | | |
|---|--|--|
| 8) No. of tonnes (15.5% moisture) in storage | 9) Advance Rate per tonne: \$60.00 | 10) Amount of advance requested |
|---|--|--|

11) This crop is of good quality and in adequate storage facilities at the following location:

| ELEVATOR STORAGE - NAME AND ADDRESS (attach a copy of signed storage receipt) | TELEPHONE NO. | QUANTITY |
|--|---------------|----------|
| A _____ | | |
| B _____ | | |
| C _____ | | |

| FARM STORAGE | LOT | CON. | TWP. | COUNTY | QUANTITY & TYPE OF CORN |
|--------------|-----|------|------|--------|-------------------------|
| A _____ | | | | | |
| B _____ | | | | | |
| C _____ | | | | | |

IF FARM STORAGE IS OTHER THAN YOUR OWN FARM, PLEASE ATTACH LIST WITH STORAGE OWNER NAME, ADDRESS, AND CIVIC ADDRESS (if applicable)

12) PRODUCER'S LENDING INSTITUTION is:

NAME _____ ADDRESS _____

CONTACT PERSON _____

There are _____ (number) liens on the crop described herein and the name and address and telephone number of the lien holder(s) is (are) as follows:

| | | |
|------------|---------------|--------------|
| NAME _____ | ADDRESS _____ | AMOUNT _____ |
| NAME _____ | ADDRESS _____ | AMOUNT _____ |

| PRODUCER ORGANIZATION ONLY | | | |
|----------------------------|------------------|-----------------------|------------------------|
| DATE RECEIVED _____ | CHEQUE NO. _____ | APPROVED AMOUNT _____ | DATE CHQ. MAILED _____ |
| PROC. FEE _____ | | | |
| REG. No _____ | | | |

- 13) The Producer is or is not in default under any other advance.
If in default identify crop and amount _____
- 14) The Producer has or has not made any other advance application for this crop year. If yes, state crop and amount.

- 15) The Producer has or does not have a basis or deferred payment contract which is excluded from this application. If yes, attach a copy of the basis or deferred payment contract with this Application as Appendix "G".
- 16) The Producer is or is not planning to farm-feed corn out of storage. If yes, complete Appendix "F", the terms and conditions of which apply to this Application and the Agreement.
- 17) The Producer is or is not participating in the Agricultural Commodity Corporation (A.C.C.) Loan Guarantee Program.
- 18) Identify any corporation, co-operative or partnership in which the Producer has an interest that has or will be applying for an advance

- 19) The Producer hereby irrevocably authorizes the Producer Organization to release information respecting the crop advance to
- (a) spouse (name) _____ yes no
- (b) designate (name) _____ yes no
- 20) The Producer is hereby applying to the Producer Organization for an advance payment pursuant to the Agricultural Marketing Programs Act (AMPA).
- 21) If an individual, the Producer is of the age of majority and a Canadian citizen or a permanent resident of Canada.
- 22) Where the Producer is a partnership, corporation or co-operative, at least one of the partners/shareholders/members is of the age of majority and the majority of members of same are Canadian citizens or permanent residents of Canada.
- 23) Where the Producer is an individual, the Producer is and where the Producer is a partnership, corporation or co-operative, at least one of the partners/shareholders/members thereof, is principally occupied in the farming operation and is the Producer of the crop for which this application is made or the individual Producer or at least one of the partners/shareholders/members is entitled to the crop as a landlord, vendor, mortgagee or hypothecary creditor.
- 24) The Producer has sole title to the crop and it will be sold in the name of the Producer. No other person has an interest in the crop with respect to which this Application is made.
- 25) The Producer is not required by the Income Tax Act to,
- (a) report income from other farming operations or other corporations carrying on a farm business, other than the one named in this application, or
- (b) attached is a list of all other farming operations or corporations carrying on farm operations in which the Producer has an interest in and from which the Producer is required to report any income under the Income Tax Act.
- 26) Where the Producer is a partnership, corporation or co-operative, Appendix A completely and accurately describes the makeup of that Producer.
- 27) The crop with respect to which this Application is made is of marketable quality and is adequately stored so as to remain of marketable quality until disposed of in accordance with the Agreement with the Producer Organization of which this Application forms a part.
- 28) Neither the Producer nor any of the parties identified in Appendix "A" have outstanding advances from the previous year for a crop of the same designation nor are in default under any repayment agreement pursuant to the Advance Payment for Crops Act (APCA), the Prairie Grain Advance Payments Act (PGAPA) or AMPA.
- 29) The Producer is not ineligible under any advance guarantee agreement made pursuant to AMPA for the crop year for which this Application is made.
- 30) The only liens or encumbrances on the crop are those stated on this Application.
- 31) The Producer has insurance for corn stored on farm at least equal to the amount of the advance requested.
- 32) The Producer hereby authorizes,
- (a) The Producer Organization or its authorized agent to inspect the crop and carry out credit checks and/or lien searches on the Producer, including any partners, shareholders or members of the Producer, prior to an advance being granted and while said advance remains unpaid and to share any such information with the Ontario Soybean Growers' Marketing Board (OSGMB) and the Agricultural Commodity Corporation (A.C.C.)
- (b) The Producer Organization and the Ontario Soybean Growers' Marketing Board access to the results of credit checks and/or lien searches conducted by the A.C.C. for the Commodity Loan Guarantee Program.
- 33) Upon acceptance of this Application by Producer Organization, the Producer becomes a party to the Agreement between the Producer and Producer Organization attached hereto. The Producer hereby acknowledges that by signing this Application the Producer agrees to be bound in all respects by the Agreement upon acceptance of the Producer's application by the Producer Organization.
- 34) This Application is Appendix "A" to the Agreement.

APPENDIX "C"

PRIORITY AGREEMENT

NOTE: In the case of partnerships all partners must be indicated. Corporate name must be listed for companies.

A separate Priority Agreement must be completed for each Bank, Lending Institution or Secured Party that has a security interest in or lien upon the crop for which the advance is to be made. Failure by the applicant to have every Bank, Lending Institution or Secured Party complete a Priority Agreement constitutes an offence under the Agricultural Marketing Programs Act (AMPA) and may result in prosecution.

Name and Branch of Bank or other Lending Institution or Secured Party the "Lender"

_____ Does _____ Does not Have a lien or any security

on the corn crop of _____(Name of Producer) hereinafter called the producer.

In consideration of an advance being issued by the Ontario Corn Producers' Association, (hereinafter called the "Administrator"), the Administrator and the Lender agree that the security interest now held or to be held by the Administrator by virtue of section 12 of the Agricultural Marketing Programs Act shall rank prior to any lien or security interest on the said crop given by the Producer, whether such security was given under the authority of the Bank Act or under the authority of a Personal Property Security Act 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 amount of the Producer's liability referred to in Section 12 of AMPA with respect to an advance of _____ dollars (\$ _____) being made or to be made by the Administrator to the Producer.

Where the Lender has a lien or security on the crop, this agreement is subject to the condition that the above-mentioned advance, less any amounts legally held as an administrative fee or hold back on the Administrator's liability, be payable jointly to the Producer and the Lender and be remitted to the Lender forthwith by the Producer and shall be applied by the Lender to reduce the Producer's indebtedness to the lender.

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

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

Dated at _____ the _____ day of _____, _____

Position of Authorized Officer of Lender

Name of Authorized Officer
(please print)

Signature of Authorized Officer

APPENDIX "D"

AGRICULTURAL MARKETING PROGRAMS ACT (AMPA) ADVANCE PAYMENTS PROGRAM AUTHORIZATION TO BUYER

The producer named in the attached application, having received an advance payment by the Producer Organization, hereby authorizes and directs you:

NAME OF BUYER: _____

ADDRESS: _____

NAME OF BUYER: _____

ADDRESS: _____

NAME OF BUYER: _____

ADDRESS: _____

to withhold \$60.00 per tonne from the amount paid to the producer in respect of each unit of crop sold to the named buyer by the producer and to remit such amount withheld to the Producer Organization.

REPAYMENT AGREEMENT
BETWEEN THE PRODUCER NAMED IN THE ABOVE APPLICATION AND THE PRODUCER ORGANIZATION, EFFECTIVE AS OF THE DATE OF ACCEPTANCE OF THE APPLICATION BY THE PRODUCER ORGANIZATION
(the Agreement)

In consideration of the Producer Organization granting to the Producer an advance on the number of tonnes of the Producer's corn crop as set out in the Application (hereinafter referred to as the "crop") for the 1999 crop year pursuant to the provisions of the Advance Payments Program under AMPA, the parties hereby covenant and agree as follows:

1. The Producer Organization shall make an advance at the advance rate of \$60.00 per tonne of the crop as set out in the Application to the Producer upon acceptance of the Application by the Producer Organization.
2. The Producer shall repay the amount of the advance to the Producer Organization either:
 - a) by selling that portion of the crop in respect of which the advance is to be made to a Buyer or Buyers named by the Producer Organization and authorizing each such buyer to withhold from the amount paid to the Producer by such Buyer the amount of \$60.00 per tonne, which provides for repayment on a per unit basis of all the advances made to the Producer and the interest guaranteed on those advances.
 - b) by selling or otherwise disposing of that portion of the crop in respect of which the advance is to be made and paying directly to the Producer Organization, for each unit of crop, in accordance with the conditions established by the Minister, an amount determined in accordance with a repayment rate approved by the Minister and specified in this agreement or appendix to this agreement, which provides for the repayment on a per unit basis of all the advances made to the Producer and the interest guaranteed on those advances, or
 - c) by a combination of the methods described in sections (a) and (b) above.
3. In the event that the Producer repays the amount of the advance to the Producer Organization by selling the crop or part of the crop in the manner described in section 2 (a), the Producer shall:
 - a) indicate in writing to the Producer Organization to which Buyer, named by the Producer Organization, the crop will be sold, prior to selling the crop to such Buyer; and
 - b) notify the Producer Organization immediately upon receiving any information to the effect the named Buyer is not promptly remitting to the Producer Organization the amount so withheld; and
 - c) remain liable to the Producer Organization for repayment of any part of the advance where the said Buyer has failed to remit to the Producer Organization that part of the advance withheld by the Buyer pursuant to the Buyer Authorization with the Producer Organization as set out on Appendix "D", and
 - d) notify the buyer to whom the crop will be sold, of the Advance Payment commitment of the Producer.
4. a) There shall be a lien in favour of the Producer Organization on the crop and on any future crops grown by the Producer to the extent of the amount of the Producer's liability as provided in section 12 of the Advance Payments Program under AMPA.
b) In the event that any lien other than referred to in paragraph (a) exists on the crop, the Producer shall have a "Priority Agreement" in accordance with Appendix "C" and/or Appendix "E" signed by the lien holder so that the lien in favour of the Producer Organization under paragraph (a) shall take precedence over any existing lien.
5. The Producer shall be declared in default if the Producer:
 - a) has not met all of the obligations under the Agreement within twenty (20) days after the day on which the Producer Organization mails or delivers a notice to the Producer stating that the Producer has had, in the opinion of the Producer Organization, adequate opportunity to meet the obligations, and requesting the Producer to meet them; or
 - b) has not met all of the obligations under the Agreement at the end of the crop year in which the advance was made; or
 - c) has not met all of the obligations under the Agreement when the Producer files an assignment under the Bankruptcy and Insolvency Act or a receiving order is made under that Act against the Producer; or
 - d) at any time breaches any obligation under the Agreement; or
 - e) provides false or misleading information to the Producer Organization for the purpose of obtaining a guaranteed advance, or evading compliance with an undertaking to repay it.
6. If the Producer is declared in default, the Producer shall be liable to the Producer Organization for:
 - a) the outstanding amount of the guaranteed advance;
 - b) the interest at the rate specified in this repayment agreement on the outstanding amount of the advance, calculated from the date of the advance; and
 - c) costs incurred by the Producer Organization to recover the outstanding amount and interest, including all collection and legal costs.

7. If the Producer is declared in default and the Minister of Agriculture and Agri-Food makes payment for the Producer's liability in accordance with the guarantee agreement, the Producer is, in addition to the amounts stated in section 6, liable to the Minister for interest at the rate specified in section 9(a) (ii) on the amount of the Producer's liability under section 6 and the costs incurred by the Minister to recover that amount, including legal costs.
8. The interest rate payable by the Producer during the crop year while in compliance with the AMPA and this Agreement shall be:
 - (i) 0% on the amount under \$50,000
 - (ii) at the prime lending rate of the Bank of Montreal, St. George's Square, Guelph, Ontario minus 1/4%, calculated daily and compounded monthly, on the amount over \$50,000.
9. (a) In the event that the Producer is declared in default, the interest rate payable by the Producer shall be:
 - (i) at the prime lending rate of the Bank of Montreal, St. George's Square, Guelph, Ontario plus 1 3/4%, calculated daily on the unpaid balance and compounded monthly, on the amount of the outstanding balance from the date the advance was issued to the date the Producer was declared in default; and
 - (ii) at the prime lending rate of the Bank of Montreal, St. George's Square, Guelph, Ontario plus 1 3/4%, calculated daily on the unpaid balance and compounded monthly, on the amount of the outstanding Producer's liability from the date of default until the advance, interest and all costs of collection are repaid in full.(b) The Producer shall pay the interest referred to in this Agreement up to and including the day repayments are received by the Producer Organization.
10. For the purposes of this Agreement, a crop year for the crop commences on October 16, 1999 and terminates on October 16, 2000.
11. (a) The advance is deemed to have been received by the Producer on that portion of the Producer's crop first sold. The Producer shall not dispose of any part of this crop, in any manner, before disposing of that portion of the crop for which the advance was received.
(b) In the event of a sale of the crop by means of a "Forward Sales Contract", such contract shall be considered as first crop sold to the extent of that portion covered by the Forward Sales Contract.
(c) Forward Sales Contracts must be in the form attached as Appendix "G" and accepted by the Producer Organization.
12. Appendix "B" evidences the written guarantee of each shareholder, partner or member of the Producer in accordance with section 10 (1) of AMPA.
13. The Producer shall keep the crop adequately stored so as to remain of marketable quality until disposed of in accordance with the Agreement.
14. Notwithstanding anything to the contrary in this Agreement, the Producer, where the crop upon which the advance has been made, is damaged, in whole or in part, and becomes unmarketable, shall immediately notify the Producer Organization and pay forthwith directly to the Producer Organization that portion of the advance attributable to the damaged portion of the crop together with interest on that amount at the rate specified in section 9(a) (i) of this Agreement from the day the advance was made.
15. The Producer shall have insurance on all of the crop for which the advance was made, to the full extent of the advance, for all insurable perils, showing the Producer Organization's interest as it may appear until the Producer's liability is repaid.
16. (a) Notwithstanding anything to the contrary in this Agreement, the Producer shall ensure that the crop is sold on or before September 30, 2000, that repayment is made to the Producer Organization postmarked within 10 days of each sale date, and that full repayment is received by the Producer Organization no later than October 16, 2000.
(b) For the purpose of this Agreement a sale consists of delivery of the crop and transfer of ownership such that the Producer loses control of the crop and that ownership of the same crop is not regained by a subsequent purchase by the Producer.
17. This Agreement commences upon acceptance of the Producer's Application by the Producer Organization and shall terminate upon repayment of all amounts provided for in this Agreement.
18. The Producer Organization may reject any Advance Payment Application for any reason it considers necessary or advisable.
19. The Producer Organization, when it judges such action is necessary or desirable, may require repayment of the advance and interest in full within twenty (20) days after serving notice of same on the Producer.

20. (a) The Producer hereby irrevocably authorizes and directs the Producer Organization to:
 - (i) deduct 2% of the actual advance when the advance is issued and to hold this amount as a holdback to said Producer's indebtedness, and to deduct the annual administration fee and any storage inspection fee, as established and detailed by the Producer Organization, from the proceeds of the advance cheque;
 - (ii) deduct 7% of the advance that exceeds \$50,000 when the advance is issued, and to hold this amount as a holdback to said Producer's indebtedness, with such holdback to be used to pay interest owing by the Producer and to constitute the 2% holdback under paragraph (i);
 - (iii) in the event of default or shortfall by said Producer to apply any monies held by the Producer Organization as a holdback to said Producer's indebtedness, including principal, interest and costs, and subject to paragraph (iv), where a balance remains to remit same to the Producer;
 - (iv) pay to the A.C.C. any outstanding balance owing by the Producer on the crop under the Commodity Loan Guarantee Program, and this shall be the Producer Organization's authority for so doing;(b) The Producer acknowledges and agrees that no interest is payable by the Producer Organization to Producer on any holdbacks pursuant to this Agreement.
21. The Producer acknowledges and agrees that the Producer's total indebtedness and repayment obligation applies to the amount actually advanced before the 2% and/or 7% holdback and administration and storage inspection fees are deducted, plus applicable interest.
22. The Producer shall make any claim to which the Producer is eligible under the Grain Financial Protection Plan on a timely basis, failing which the Producer Organization is hereby irrevocably authorized to do so, in which case the Producer shall release to the Producer Organization all relevant books, records and documents and hereby irrevocably and absolutely assigns to the Producer Organization to the extent of any obligation under this Agreement, any and all of the producer's rights to receive payment from the Grain Financial Protection Board in respect of grain corn.
23. The Producer hereby constitutes and irrevocably appoints Mr. Donald LeDrew, the administrator of the OCPA AMPA program, as the Producer's lawful Attorney for the purposes of:
 - a) making any amendments, deletions or additions to the Producer's Application and this Agreement that may be required to correct any errors or omissions that may be discovered in same.
 - b) endorsing on the Producer's behalf any cheques payable jointly to the Producer and the Agricultural Commodity Corporation, and this shall be the above-named person's authority for so doing.
24. The Producer warrants to the Producer Organization that all the information provided on the Application and any Schedules to this Agreement is complete and accurate in all respects. Providing false, incomplete or misleading information will constitute an automatic default with a loss of all benefits related to the Advance Payments Program. Providing false or misleading information constitutes an offense under the Act and may result in a fine of up to \$500,000 or five years of imprisonment.
25. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, Canada.
26. Whenever the singular or masculine is used throughout this Agreement it shall be construed as including the plural, feminine or neuter whenever the context and/or the parties heretoso require.
27. Appendices A, B, C, D, E, F, and G form part of this Agreement.
28. The Producer acknowledges and agrees that the Producer's signature and date on the Application apply equally to this Agreement and to any applicable Appendices to this Agreement.
29. Producers who own more than 50% interest in a packing, warehousing, processing, elevator or brokerage operation and who wish to participate as producers in the Advance Payments Program must sell their corn to a designated buyer who is other than the same packing, warehouse, processing, elevator or brokerage operation.
30. In consideration of the Producer Organization accepting the Producer's Application the Producer hereby waives any right the Producer has for refund of licence fees paid to the Producer Organization pursuant to the Grain Corn Marketing Act and Regulations thereto.
31. In consideration of the Producer Organization performing the additional administrative procedures involved in fulfilling obligations under AMPA regarding farm-to-farm or out-of-province sales or advances on farm-fed corn, the Producer shall remit an additional administration fee of 39.9¢ per tonne for each tonne sold farm-to-farm or out-of-province or fed on the farm in respect of which an advance has been received. Remittances shall be made prior to or upon full repayment of the advance and if such remittance is not received the Producer hereby authorizes the Producer Organization to deduct this administration fee from any holdback pursuant to this Agreement.

APPENDIX "E"

THIS FORM IS FOR LIENS OTHER THAN AT A LENDING INSTITUTION, E.G. - INPUT SUPPLIER.

PRIORITY AGREEMENT

In consideration of the matters hereinafter described, the Ontario Corn Producers' Association, hereinafter called "OCPA" and _____ (name of creditor), hereinafter called the "Creditor," hereby agrees that OCPA's lien on the corn crop of _____ hereinafter called the "Producer" now held or to be held by OCPA by virtue of Section 12 of the Agricultural Marketing Programs Act shall rank prior to the Creditor's security on the said crop given by the Producer under the provisions of Section 427 of the Bank Act and any other security given to the Creditor in respect of said crop but only to the extent of securing repayment to OCPA of an advance in the sum of: _____ dollars (\$ _____) being made or to be made by OCPA to the Producer, and declares that the Producer is indebted to the Creditor in the amount of: _____ dollars (\$ _____).

This Agreement by the Creditor is subject to the condition that the above-mentioned advance 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, and, as a result, the Creditor shall not take relative to this advance, any action whatsoever which may prejudice, impair, limit, or prevent the Producer from making payments to OCPA out of the proceeds from the said crop pursuant to his agreement with OCPA pertaining to the said advance. The Creditor shall, also, make whatever inquiries are necessary to render effective this Agreement and, specifically, this paragraph.

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

Dated at _____

the _____ day of _____ A.D., _____ .

Position

Signature

FOR PRODUCERS APPLYING FOR ADVANCES ON FARM-FED CORN ONLY

For Producers Applying for Advance on Corn in Storage that is to be Fed On-The-Farm

PLEASE NOTE: 1) regardless of feeding schedule, advance repayments must begin on the first day of the first month following receipt of the advance application; 2) post-dated repayment cheques must begin no later than March 1; 3) repayments must be an equal amount each month.

The Appendix F must be completed and returned to the Ontario Corn Producers' Association, along with the main agreement.

Producers are to make repayments as follows:

Total amount of tonnes for which an advance is requested is to be divided by the number of months the corn will be in storage: e.g. if you request an advance on 600 tonnes and corn will be completely "gone" by June 30, either by sales or feeding, calculate as follows:

Example: If advance received in January:

| | Number of tonnes for which payment applies | Rate of repayment | Payment |
|------------------|---|--------------------------|----------------|
| February 1, 2000 | 100 | \$60.00 per tonne | \$6,000 |
| March 1, 2000 | 100 | \$60.00 per tonne | \$6,000 |
| April 1, 2000 | 100 | \$60.00 per tonne | \$6,000 |
| May 1, 2000 | 100 | \$60.00 per tonne | \$6,000 |
| June 1, 2000 | 100 | \$60.00 per tonne | \$6,000 |
| July 1, 2000 | 100 | \$60.00 per tonne | \$6,000 |
| Total | 600 | | |

For this example, six post-dated cheques are to be submitted with agreement.

APPENDIX ‘F’

AGRICULTURAL MARKETING PROGRAMS ACT (AMPA) FARM FED CORN

1. The producer has _____ tonnes of corn in storage which are intended to be disposed of as follows:

Number of Tonnes

- a) Sales to Designated Buyers _____
 - b) Farm to Farm Sales _____
 - c) Farm Fed _____
- TOTAL** _____

2. The producer shall repay the amount of advance by way of the following installments, subject to the conditions set out below:

| | Number of tonnes for which repayment applies | Rate of repayment | Repayment |
|-------------------|---|-------------------|-----------|
| December 1, 1999 | _____ | \$60.00 per tonne | _____ |
| January 1, 2000 | _____ | \$60.00 per tonne | _____ |
| February 1, 2000 | _____ | \$60.00 per tonne | _____ |
| March 1, 2000 | _____ | \$60.00 per tonne | _____ |
| April 1, 2000 | _____ | \$60.00 per tonne | _____ |
| May 1, 2000 | _____ | \$60.00 per tonne | _____ |
| June 1, 2000 | _____ | \$60.00 per tonne | _____ |
| July 1, 2000 | _____ | \$60.00 per tonne | _____ |
| August 1, 2000 | _____ | \$60.00 per tonne | _____ |
| September 1, 2000 | _____ | \$60.00 per tonne | _____ |
| October 1, 2000 | _____ | \$60.00 per tonne | _____ |

The following terms and conditions apply notwithstanding any provision to the contrary in the Application or the Agreement and in the event of any conflict between, the provisions of this Appendix, the Application and the Agreement, the provisions of this Appendix prevail:

- a) The advance must be repaid in full as soon as the crop for which an advance is received is completely fed out of storage. If the volume of corn, including any sales in a month, disposed of by the producer exceeds that set out above, an additional monthly repayment at the rate of \$60.00 per tonne for the additional corn disposed of shall be remitted within ten days of the month end to OCPA.
- b) The producer hereby authorizes OCPA or its agents to inspect the storage to determine levels of storage and to determine if a shortfall exists.
- c) If it is determined by OCPA, upon inspection of the crop in storage, that there is a discrepancy of the number of tonnes that should be remaining in storage, the producer shall remit repayment pertaining to any shortfall at an interest penalty of 2% which will bring the annual rate to prime plus 1 3/4% calculated daily and compounded monthly for the shortfall of the crop in storage.
- d) Payment shall be made by the producer to OCPA in the form of post-dated cheques dated the first day of each month, to be submitted with the Application.
- e) Any default by the producer in payment or any terms of this Agreement, constitutes a default under the Agreement and all applicable remedies apply.



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