



## ACCELERATED PAYMENT SCHEDULE AGREEMENT

THIS AGREEMENT is made between BLUE DIAMOND GROWERS ("BLUE DIAMOND") and

("PAYEE NAME")

("PAYEE NUMBER")

*Each payee will need an individual accelerated form*

A. PAYEE is: a member of BLUE DIAMOND or an almond grower under contract with BLUE DIAMOND (hereinafter referred to as "Member/Grower"); **OR** a sharecropper/lessee of almond-producing lands of a Member/Grower of BLUE DIAMOND and as such is entitled to receive, and has been assigned by the Member/Grower, a percentage of Member's/Grower's crop and crop proceeds.

B. Member/Grower is a party, and Member's/Grower's almond-producing lands are committed to a standard Crop Agency Agreement or Purchase and Sale Agreement with BLUE DIAMOND pursuant to which Member/Grower has agreed to deliver to BLUE DIAMOND the entire almond crop from the almond-producing lands under contract and BLUE DIAMOND has agreed to process and market the almond crop for Member/Grower.

C. Under the terms of the Crop Agency Agreement or Purchase and Sale Agreement, and subject to the Bylaws of BLUE DIAMOND, BLUE DIAMOND is under an obligation to return to Member/Grower the net proceeds from the marketing of Member's/Grower's almond crops in each year at such times and in such amounts as the Board of Directors of BLUE DIAMOND shall determine.

D. PAYEE and BLUE DIAMOND desire to modify in certain respects the schedule of crop payments which BLUE DIAMOND would normally make to PAYEE for the Crop Year (as hereinafter defined) pursuant to the Crop Agency Agreement or Purchase and Sale Agreement and the Bylaws of BLUE DIAMOND.

BLUE DIAMOND and PAYEE, by their execution of and signature to this agreement immediately below, agree as follows:

BLUE DIAMOND GROWERS, By:

PAYEE, By:

1. This Agreement shall apply to all crops (or PAYEE'S share of crops as applicable) harvested and delivered to BLUE DIAMOND for the following account(s) **ONLY** (enter EACH contract number to be affected):

Crop Year:

Contracts #(s)

*(Please list source of funds)*

The Crop Year of this Agreement shall mean that period commencing July 1 of the year specified above and ending June 30 of the following calendar year.

**YES** **ACCELERATED PAYMENT ELECTION** (If "Yes", select acceleration date below.)

2. On the date marked below, BLUE DIAMOND shall pay to PAYEE, as net crop proceeds from the marketing of PAYEE'S crop, or share of the crop, an estimated amount (subject to later adjustment) to be determined by BLUE DIAMOND which in the absence of this Agreement, would be paid to PAYEE as progress payments in the calendar year following the year of delivery ("Accelerated Payment").

**MARK ONE CHOICE:**

On payment of the Delivery Advance Payments

Within ten (10) days after the following date:

As Soon As Possible

(TERMS AND CONDITIONS OF AGREEMENT CONTINUED ON REVERSE SIDE)

### PROVISIONS APPLICABLE TO ACCELERATED PAYMENT ONLY

3. The payment of net crop proceeds otherwise payable to **PAYEE** as subsequent crop payments for the Crop Year which **PAYEE** has elected to accelerate under Paragraph 2. above shall be reduced by the amount of the Accelerated Payment plus interest (as provided in Paragraph 4. below) in the following manner: **BLUE DIAMOND** shall have no obligation to pay net proceeds to **PAYEE** until the payments which **PAYEE** would otherwise have been entitled to receive in accordance with **BLUE DIAMOND'S** normal payment schedule to its Members/Growers generally (i.e. those who have not entered into an Accelerated/Deferred Payment Schedule Agreement or other advance payment agreement) equals the amount of the Accelerated Payment plus such interest, and thereafter, only in such amount as the net crop proceeds exceed the amount of the Accelerated Payment plus such interest and at such times as crop payments are made by **BLUE DIAMOND** to its Members / Growers generally in accordance with its normal payment schedule.

4. **PAYEE** understands and agrees that **PAYEE** will be receiving a portion of the net crop proceeds in advance of Members/Growers of **BLUE DIAMOND** generally (i.e. those who have not entered into an Accelerated/Deferred Payment Schedule Agreement or other advance payment agreement) and accordingly will be charged with interest to reflect the advance payment. Such interest shall be computed on the balance of the Accelerated Payment not recouped or repaid from time to time as provided in Paragraph 3. Above at the rate hereinafter provided for the period from the date of the Accelerated Payment until recouped or repaid in full. Such interest shall be variable and computed, but not compounded, monthly at an annual rate equal to two and one quarter percent (2 1/4%) in excess of the "Reference Rate" of interest established by the Bank of America on the first day of each month during such period.

### GENERAL PROVISIONS

5. Except as otherwise provided herein, all crop payments for the Crop Year shall be paid to **PAYEE** at the same time and in the same manner as payments are otherwise made to Members/Growers of **BLUE DIAMOND** not having entered into an Accelerated/Deferred Payment Schedule Agreement or other advance payment agreement.