

Full Legal Name of Co-op

Telephone No.

Item 657 080
FORM L433 (Rev. '00)

PATRONAGE NUMBER

Commercial/Corporate Farm Credit Application

1. IDENTIFICATION

Name of Applicant _____ Telephone No. () _____ Fax No. () _____
 Name of Partner _____ Telephone No. () _____ Fax No. () _____
 Trade Name/Business Name (If different from above) _____
 Address (If P.O. Box provide Street Address as well) _____
 City/Town _____ Province _____ Postal Code _____

2. BUSINESS INFORMATION

Nature of Business _____ GST No. _____ PST No. _____
 Check One Box Corporation Partnership Sole Proprietorship Other (Specify) _____
 Length of Time in Business _____ Years Incorporation Date _____ No. of Employees _____
 Accounts Payable Contact _____ Telephone No. () _____
 If a Subsidiary, Branch or Division, Please State Parent Corporation
 Name _____ Telephone No. () _____ Fax No. () _____
 Address _____
 City/Town _____ Province _____ Postal Code _____
 Financial Statements for the Year of _____ Prepared. Will Provide Copy YES NO ATTACHED.
 Financial Information Provided Will Be Held in Strict Confidence and Used For Credit Purposes Only.

Officers, Partners or Owner's Name	Title	Home Address (Partners or Owner)	Birth Date (MM/DD/YY)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. REFERENCES

Financial Institution _____ Account Manager _____
 Address _____ Account No. _____ Telephone No. () _____
 Current Trade Suppliers Name _____ Address _____ Telephone No. _____
 _____ () _____
 _____ () _____
 Current Fuel Supplier Name _____ Address _____

 Account No. _____ Telephone No. () _____
 Are there any legal actions pending against you or your partner(s)? YES NO
 Have you or your partner(s) been discharged from bankruptcy in the last 6 years? YES NO

4. COMPLETE THIS PORTION FOR CORPORATE FARM USE

A	Legal Description of Land	Section(s)	Township	Range	West of	Meridian
	How long have you farmed?		Acres Farmed			
G	Is Livestock Financed by Third Party?		If So Who?	Number and Type of Livestock		
	Owner <input type="checkbox"/>	Name of Mortgage Co. or Landlord				
R	Tenant <input type="checkbox"/>					
O	Name of Insurance Company and Agent					

5. ACCOUNT INFORMATION

Estimated Monthly Co-op Purchases \$ _____ Credit Limit Desired \$ _____

Please Read, Date And Sign

I/We Certify that the above information is true. I/We certify that I am/we are entering into this credit agreement primarily for commercial purposes (that is, not personal, family or household purposes), or for corporate farming purposes. I am/We are at least the minimum adult age. I/We understand the Co-op may accept or reject this application. If this credit application is accepted, I am/we are bound by the Co-op's Commercial/Corporate Farm Credit Agreement and Statement of Disclosure and any amendments or replacements which the Co-op sends me. I/We have retained a copy of the Commercial/Corporate Farm Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I request a Co-op service card be issued to me and to the partner set out below. Where a partner signs this application with me, we acknowledge that the terms of this application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. If this application is made by a corporation, each of the above statements is considered to be made by an authorized person on behalf of the corporation with all necessary grammatical changes.

I/We/the Corporation consent(s) to the exchange of account and credit information and personal information from time to time by the Co-op and the financial references provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency, or my/our employer(s).

DATE: _____
 MM DD YY

Signing by Corporate Applicant

Corporate Applicant's Name _____

By: Signature _____

Title _____

Signing by Individual Applicant(s)

_____ Card for Partner

Individual Applicant's Signature

_____ YES

Partner's Signature (if applicable) _____ NO

Otter Farm & Home Co-operative Association Phone: (604) 856-2517

Commercial/Corporate Farm Credit Agreement and Statement of Disclosure

(Retain for your records)

In consideration of the Co-op accepting your credit application, which forms part of this agreement, and opening an account in your name and, when applicable, issuing a service card (the "card") to you and to the co-applicants, if requested, you agree to the credit terms set out below.

1. Types of Credit Accounts/Use of the Card

- (1) Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- (2) The Card may be used to buy goods and services available on credit on these accounts from the Co-op.
- (3) The Card is the property of the Co-op. It is not transferable. You will immediately return all Cards if requested.
- (4) Upon cancellation or expiry, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.
- (5) The Co-op has the right to cancel your credit accounts and the Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.
- (6) You may make enquiries about your accounts during the Co-op's ordinary business hours by a local or collect call to the telephone number set out above.

2. Credit Limit

- (1) The Co-op will advise you of your credit limit (the "Limit") by letter or in your first statement after acceptance of your credit application. The Limit may be increased or decreased at any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify.
- (2) You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the Co-op, in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this agreement apply to those amounts in excess of the Limit.

3. Billing

- (1) The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any previous unpaid balance. Co-applicants and co-applicant cardholders will not receive statements.
- (2) Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to pay as if the sales receipt was signed by you.
- (3) If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- (4) Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount to which it relates to the Co-op in accordance with this agreement.

4. Interest and Payment

- (1) You agree to perform promptly all your obligations under this agreement.
- (2) You agree to pay the amount due in full on or before the due date appearing on each statement sent by the Co-op to you.
- (3) You have the right to prepay the entire balance in full or in part without charge.
- (4) You agree to pay interest to the Co-op on all past due amounts at the annual rate of 24%, both before and after demand, default and judgment. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.
- (5) Payments will be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- (6) You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the Co-op.
- (7) In addition to the amounts otherwise payable under this agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonoured.
- (8) Payments must be made only by cash, cheque, debit card or money order, or by other arrangement authorized by the Co-op.

5. Default

- (1) You will be in default if any of the following occurs:
 - (a) you do not make a payment when due;

- (b) a bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets are seized;
- (c) you have made a false or misleading representation on your Credit Application;
- (d) you die;
- (e) you breach any of your other agreements in this agreement;
- (f) if the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments, is impaired.

- (2) Upon your default, the Co-op has the remedies in this agreement and at law. The Co-op may immediately suspend or cancel your privilege to obtain credit. The outstanding balance in your accounts will become due and payable ten days from the date the Co-op's written notice of the default or other event is sent to you.
- (3) You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this agreement.
- (4) You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing to the Co-op under this agreement or on the judgment.

6. Cancellation.

You may cancel this agreement at any time by written notice.

7. Amendments.

The Co-op may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

8. Notices.

Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the Co-op's files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7th day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant cardholder is considered notice to all.

9. Lost or Stolen Card(s)

- (1) **Where the Card(s) used in connection with your account is(are) lost or stolen, you agree to notify the Co-op promptly, in writing.**
- (2) **You are responsible to pay for all product and services charged to your account until you have notified the Co-op as required.**

10. Co-applicants

- (1) Where a co-applicant signed the credit application with you, the terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.
- (2) Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- (3) Where you have designated co-applicant cardholder(s), you are responsible to the Co-op for all transactions made by co-applicant cardholder(s) with their Card(s).

11. Miscellaneous

- (1) You grant to the Co-op a security interest in any and all merchandise purchased from the Co-op (the "Merchandise") to secure payment to the Co-op for all debts, charges and liabilities, present and future, at any time owing by you in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this agreement, in addition to all other rights and remedies available at law or in equity, the Merchandise may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to receive copies of any financing statement, financing change statement or verification statement relating to this agreement.
- (2) If any part of this agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this agreement.
- (3) This agreement will be governed by the laws of the Province in which the Co-op is situated.
- (4) You acknowledge receipt of a copy of this agreement at the time of signing the Commercial/Corporate Farm Credit Application and before the extension of any credit or the use of the accounts.

Personal or Corporate Guarantee

Total
Liability

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TO: **Otter Farm and Home Co-operative**

Full Name of Creditor

Address

RE:

Name of Debtor

Address

BY:

Name of Guarantor

Address

Name of Guarantor

Address

DEFINITIONS

In this guarantee the words I, me, my and mine include a corporate guarantor. The words you, your and yours mean the Creditor identified above.

CONSIDERATION

I am giving this guarantee in consideration of your extending credit to or otherwise providing financial accommodation to the Debtor from time to time.

OBLIGATIONS GUARANTEED

By signing this continuing irrevocable guarantee, I guarantee to you that every debt the Debtor owes you now, or may owe you in the future, will be paid when it is due, no matter what may happen. This guarantee covers every kind of debt and credit that you extend to the Debtor and the interest that the Debtor owes you on any indebtedness (the "Obligations"). I understand that I may not cancel this guarantee.

LIMITS OF LIABILITY

At the top of this guarantee is a box marked "Total Liability". The total payments I may have to make under this guarantee will not be greater than the amount, which is stated there. If the amount of this guarantee is unlimited, the box will state "unlimited".

EVENTS NOT AFFECTING MY GUARANTEE

I agree that my liability under this guarantee is not limited or cancelled if:

1. An obligation cannot be enforced against the Debtor;
2. You agree to changes in the terms of any Obligation, such as extending the time for repayment or renewing the Obligation;
3. You release, exchange or change any collateral the Debtor may have given you, or do not establish your security interest in the public records;
4. A law, regulation or order of any public authority affects your rights under any of the Obligations;
5. You discharge any other guarantor;
6. A change in the legal status or organization of the Debtor occurs such as: If the Debtor is a partnership, it changes its name or its partners; if an individual, it commences to carry on its business in partnership or as a corporation; or if a corporation, it changes its name, or is amalgamated or reorganized in any manner or if its management or shareholders change.

NOTICES, DEMANDS AND OTHER SOURCES OF PAYMENT

You do not have to give me or the Debtor any specific advance notice that any Obligation has not been paid or that you want me to make a payment under this guarantee. You may demand payment from me without first seeking payment from the Debtor or any other guarantor, or first trying to make use of any collateral security. I will pay you within 15 days of your demand. You may apply any payment made or monies received to any portion of the Obligations, whether or not due.

DELAY IN ENFORCEMENT AND EXPENSES OF ENFORCEMENT

You can delay enforcing any of your rights under the Obligations or this guarantee without losing any of your rights to demand payment from me. I also agree to repay you for any expense you may have in collecting money from me under this guarantee, including your solicitor-client costs. These amounts are in addition to, and not included in, my Total Liability.

MORE THAN ONE GUARANTOR

If more than one person signs this guarantee, each one of us agrees with you that we are jointly and individually liable for the total amount of the guarantee.

POSTPONEMENT

Every debt that the Debtor owes to me now or in the future is assigned to you and postponed to the Obligations of the Debtor to you. All payments that I receive from the Debtor are received in trust for you and will be paid over to you until the Debtor's Obligations to you are fully paid.

HEIRS, EXECUTORS, ETC.

This guarantee binds my heirs, executors, administrators, successors and assigns.

SIGNING

The Guarantor has signed this guarantee on _____, 20_____.

(Name of Corporate Guarantor)

Individual Guarantor

By: _____
Signature

Signature of Individual Guarantor

Signature of Witness

Title

Print Name of Individual Guarantor

Print Name of Witness

By: _____
Signature

Signature of Individual Guarantor

Signature of Witness

Title

Print Name

Print Name of Witness