



SOUTH WEST TERMINAL LTD.

Box 719, Gull Lake, SK. S0N 1A0
 Ph: (888)672-4112 Fx: (306)672-4166

CREDIT APPLICATION

GENERAL INFORMATION

 PERSONAL

 CORPORATE
 (complete back of form)

Name: _____ Company or Partnership Name: _____

Address : _____ Shareholders: _____

City/Town: _____

Postal Code: _____

Phone #: _____ Cell Phone #: _____ E-mail Address: _____

CWB Permit #: _____

ACREAGE DETAILS

Acres Owned: _____ Acres Rented: _____ Cultivated Acres: _____

Intended Seeded Acres: _____ Pasture Acres: _____

FINANCIAL INFORMATION

Main Financial Institution: _____ Contact Person: _____

Address: _____ City/Town: _____

Postal Code: _____ Ph#: _____

Second Financial Institution: _____ Contact Person: _____

Address: _____ City/Town: _____

Postal Code: _____ Ph#: _____

Other Loans or Advances: \$ _____ With Whom: _____

Outstanding CWB Cash Advance: \$ _____ Non-Board Advance: \$ _____

Non-Farm Income: \$ _____ Source: _____

Will You Carry Hail/Crop Insurance: Yes _____ No _____ Is it Assigned: Yes _____ No _____

Do You Have Outstanding Crop Input Accounts: Yes _____ No _____ Amount: \$ _____

TRADE REFERENCES

Type	Name	Address	Phone#
Chem. / Fert. / Seed	_____	_____	_____
Chem. / Fert. / Seed	_____	_____	_____
Fuel	_____	_____	_____
Parts	_____	_____	_____
Equipment	_____	_____	_____

Requested Credit Limit: \$ _____ If more than 75,000, the most recent financial statement must be submitted.

TERMS AND CONDITIONS

I certify that the information above is accurate and correct. I authorize South West Terminal Ltd. to investigate my credit history. I agree to South West Terminal Ltd. Credit Policy attached to this Credit Application and promise to adhere to it. This above noted credit information is provided by me in anticipation of the provision of fertilizer, seed, herbicides, pesticides and/or other crop protection products and the provision of services related to such products (the 'Crop Inputs and Services') by South West Terminal Ltd. on credit. At the time that Crop Inputs and Services are provided to me, the cash price plus official fees, insurance fees, down payments made by me and the cost of borrowing expressed in dollars and cents, if any, will be disclosed to me in the standard South West Terminal Ltd. Invoice (the 'Invoice'). I agree the overdue accounts will be charged at an interest rate of 1.5% per month compounded monthly or 19.56% per annum from the date of each invoice until payment.

Signature _____

Date _____

Witness _____

Date _____

SECURITY AGREEMENT

In consideration of South West Terminal Ltd. ("SWT") providing fertilizer, seed, herbicides, pesticides and/or other crop protection products and providing services relating to such products (the "Crop Inputs and Services") to the Producer from time to time during the current crop year on credit, the Producer agrees as follows:

1. **Procedure:** For each purchase of Crop Inputs, the Producer will sign a standard SWT Invoice (the "Invoice") and all purchases of Crop Inputs and Services evidenced by Invoices will, in addition to the terms and conditions set forth on the Invoices, be subject to this Agreement.
2. **Payment:** Notwithstanding the payment and interest terms set forth on the Invoices respecting Crop Inputs and Services, the Producer shall, on or before October 31, in the year of purchase, pay SWT the entire amount owing under all outstanding Invoices together with interest at a rate of 1.5% per month compounded monthly or 19.56% per annum from the date of each Invoice until payment. All payments received shall be applied first on account of interest and second on account of the purchase of Crop Inputs and Services.
3. **Set-off:** Any amounts owing under this Agreement or any Invoice respecting Crop Inputs and Services may be deducted from any future amounts owing by SWT to the Producer, including amounts owing by SWT in the settlement of grain deliveries by the Producer.
4. **Security:** To secure payment of all amounts owing under this Agreement and all Invoices respecting Crop Inputs and Services and to secure the performance and satisfaction of all other obligations and covenants under this Agreement, the Producer grants to SWT a security interest in the Producer's Crop Inputs financed by SWT, in all of the Producer's crops grown during the current production season and in all of the Producer's present and after-acquired grain, including the crops and grain produced with the Crop Inputs financed by SWT, together with all proceeds of such crops, grain and Crop Inputs (collectively the "Collateral").
5. **Attachment:** The attachment of the security interest created by this Agreement has not been postponed and such security interest shall attach to any particular portion of the Collateral as soon as the Producer has rights in such Collateral.
6. **Producer's Covenants:** The Producer covenants and agrees:
 - a. To assign to SWT, in a form approved by the Saskatchewan Crop Insurance Corporation, all of the Producer's right, title and interest to indemnity under any contract of crop insurance and to assist in ensuring that the assignment is accepted by the Saskatchewan Crop Insurance Corporation;
 - b. That all proceeds from the sale of the Collateral, including the right to advance payments provided to the Producer by the Canadian Wheat Board or other organization, are assigned to SWT for payment of all amounts owing under this Agreement;
 - c. To assist in obtaining priority agreements from other creditors if requested by SWT;
 - d. To obtain SWT's written consent before applying for an advance payment pursuant to the *Agricultural Marketing Programs Act* and upon receipt of any such advance pay to SWT an amount sufficient to satisfy all amounts owing under all Invoices respecting Crop Inputs and Services;
 - e. To keep the collateral free from any charges, liens, encumbrances or security interests except for those granted to SWT;
 - f. To obtain SWT's written consent before delivering grain to any entity other than SWT while any amounts remain outstanding under this Agreement; and
 - g. To grow, harvest and protect the crops in accordance with acceptable farming practices.
7. **Default:** The occurrence of any of the following events shall constitute default of this agreement:
 - a. The Producer fails to pay any amounts owing under this Agreement or any of the Invoices respecting Crop Inputs and Services or any other liability owing to SWT, when due;
 - b. The Producer fails to observe any covenant, breaches any term, agreement, representation or warranty or otherwise fails to perform its obligations under this Agreement, or in any other agreement with SWT, including the credit application;
 - c. If any other party claiming a security interest, charge, lien or encumbrance on the Collateral enforces or takes steps to enforce its security against the Collateral;
 - d. If SWT in good faith believes and has commercially reasonable grounds to believe that the prospect of performance of the obligations set forth in this Agreement is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy;
 - e. If any execution, distress or other enforcement process, whether by court order or otherwise, becomes enforceable against the Collateral;
 - f. If the Producer admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;
 - g. If the Producer ceases or threatens to cease to carry on business; or
 - h. If the Producer becomes insolvent or bankrupt, institutes any proceeding or is the subject of any proceeding seeking to adjudicate it a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors.
8. **Remedies:** If the Producer fails to pay the purchase price of the Crop Inputs and Services or in the event of any other default under this Agreement, in addition to any other right or remedy it may have, SWT may seize, collect, sell, realize or otherwise deal with the Collateral, or any part of the Collateral, in such a manner and at such times as may seem advisable to SWT to the extent permitted by law. If SWT takes legal action to collect any overdue amounts owing under the Agreement or any Invoice respecting Crop Inputs and Services, the Producer shall pay all court costs plus reasonable legal fees incurred by SWT in bringing such legal action.
9. **Charges and Expenses:** The Purchaser shall pay all reasonable charges and expenses incurred either directly or indirectly by SWT in seizing, preserving, selling and otherwise disposing of the Collateral, including reasonable legal fees, and if SWT takes legal action to collect any overdue amounts owing under this Agreement, the Purchaser shall pay all court costs plus reasonable legal fees incurred by SWT in bringing such legal action.
10. **Waiver:** The producer hereby waives the right to receive a copy of any financing statement, verification statement, financing change statement, or any statement issued by any registry that confirms the registration of a financing statement or financing change statement, or any statement issued by any registry that confirms the registration of a financing statement of financing change statement relating to this agreement. To the extent permitted by law or statute, the Producer hereby waives the benefit of, and any and waives and releases all rights and protection given to it by any and all provisions of all applicable conditional sales, credit regulation, exemption or seizure exemption or debt protection statutes or regulations which would in any manner affect, restrict or limit the rights of SWT including, without limitation, *The Limitation of civil Right Act* (Saskatchewan) and Part IV (excepting only section 46) of *The Saskatchewan Farm Security Act*.
11. **Copy Received:** The Producer hereby acknowledges receipt of a copy of this agreement.
12. **Binding Agreement:** This Agreement shall be binding upon the Producer and its successors and assigns.
13. **Governing Law:** The construction, validity, performance and enforcement of this Agreement shall be governed by the laws of Saskatchewan.

The Producer acknowledges and agrees to the terms and conditions of this Agreement, as of the ____ day of _____, 20__.

PRODUCER'S NAME

SIGNATURE OF WITNESS
OR CORPORATE SEAL

AUTHORIZED SIGNATURE