



Crop Input – Credit Application (Corporation, Partnership)

INSTRUCTIONS FOR ADDITIONAL SIGNING OFFICERS AND FOR CO-BORROWERS WHERE BORROWER IS A PARTNERSHIP OR CORPORATION

- A. If the Borrower is a partnership, each of the partners (100%) must complete and sign the Ownership Profile. By signing this FS Agri Finance – Credit Application (Corporation, Partnership) and the Ownership Profile, each signor jointly and severally agrees to be personally liable for all monies advanced by BNS under the terms herein.
- B. If the Borrower is a corporation, each of the shareholders who together own a minimum of 25% of the voting shares of the corporation must complete the Ownership Profile, and shareholder(s) who own(s) 51% or more of the voting shares must sign the Ownership Profile. By signing this FS Agri Finance – Credit Application (Corporation, Partnership) and the Ownership Profile, each signor and each of them, if more than one, jointly and severally guarantee and agrees to be personally liable for all monies advanced by BNS under the terms herein.

Company Name and Location ("Company")	Amount requested \$
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ABOUT THE BORROWER

Ownership Type: Corporation Partnership Limited Partnership Spousal Partnership Other business entity, please describe				
Borrower Legal Name (Name of registered Partnership or Corporation)			Trading as (if different from Legal Name)	
Mailing Address		City or Town		Province
Postal Code				
Business Address (Street Number, Street Names, or Legal Land Description)				
Home Phone Number		Cellular Phone Number		E-Mail Address
Fax Number		Date Business Established (MM/DD/YYYY)		Number of Partners/Owners
				Number of Employees F/T P/T

FOR CORPORATIONS AND PARTNERSHIPS. PLEASE PROVIDE PERSONAL INFORMATION FOR EACH SHAREHOLDER/PARTNER WITH 25% OR MORE OWNERSHIP.

Please indicate if no owners with individual ownership of 25% or greater.			
FULL NAME	OCCUPATION IF NOT FARMER	% OWNED	ADDRESS (If PO Box, provide legal land description)
1.			
2.			
3.			
4.			

FOR CORPORATIONS. SPECIFY THE NAME AND OCCUPATION, IF NOT FARMER, OF EACH DIRECTOR (E.G. JOHN SMITH /RETIRED ENGINEER) IF THEY ARE NOT LISTED ABOVE.

1.	2.
3.	4.

DISCLOSURES – If the response to any question is yes, please explain on a separate page or in the space below.

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|---|-----|----|
| 1. Has the Borrower ever been involved in any lawsuits or claims or had a judgment against it? | Yes | No |
| 2. Has the Borrower ever been the subject of any bankruptcy, insolvency or creditor proceeding? | Yes | No |
| 3. Will this account be used to conduct transactions on behalf of any party other than those named on this Application? | Yes | No |
| 4. Is the business required to file a tax return outside of Canada and the United States? | Yes | No |
| 5. Does the applicant have operations, customers, or suppliers located in countries other than Canada? | Yes | No |
| 6. Is the business owned directly or indirectly by 25% or more by another entity/ business/ corporation/ partnership? | Yes | No |
| 7. Is the business Not-for-profit (NFP). If yes, please provide CRA registration number. | Yes | No |
| 8. Does the business cultivate industrial hemp and/ or cannabis? | Yes | No |
| 9. If YES to disclosure #8, please provide the industrial hemp / cannabis license | | |
| 10. Do any applicants hold or have held within the last 5 years a political position (e.g mayor, reeve, immediate family member)? | Yes | No |

FINANCIAL AND BANKING DETAILS

Gross Annual Farm Income \$	Does Borrower have any 3rd Party advances? Yes No	From	Amount Outstanding \$
Primary Bank Name			Account Manager
Primary Bank Location			Phone Number

ACREAGE AND CROP DETAILS (FARM ACRES IN CANADA)

Total Owned	Total Rented	Total Cultivated for this Crop Year	
Type of crop	1.	2.	3.
# of Acres			
Type of Farming Operation eg. Grain, Mixed			

TERMS OF APPLICATION

Each of the Borrower and every Co-Borrower and every party signing below:

- (a) apply on behalf of the Corporation, Partnership, limited partnership or other business entity identified above (the “business entity”, together with the undersigned, collectively being “you” and “your”) to The Bank of Nova Scotia (“BNS”) for a line of credit for the purchase of goods and/or services on the terms and conditions as set forth in this credit application and in accordance with the Crop Input Terms and Conditions Booklet (including the Scotiabank Group Privacy Agreement) (all such documents and any amendments, changes, renewals, extensions, modifications, replacements or other variations from time to time hereto or thereto, being collectively the “Agreement”).
- (b) acknowledge and understand that credit will be granted to you only upon completion of this credit application and upon acceptance of this credit application by BNS and only in the amount approved. If your application for a line of credit is approved by BNS, the words “Lender”, “we”, “our” or “us” refer to BNS together with its successors and assigns. Upon acceptance of this credit application by BNS, you acknowledge and agree to be bound by the Agreement (which includes the Crop Input Terms and Conditions Booklet) and, in the case of more than one applicant, you agree to be jointly and severally liable, with other borrowers, if any, who are bound by the Agreement. Each of you may hereafter give BNS any instructions regarding the Agreement without the agreement of any other person.
- (c) authorizes the Company and BNS to use your information to conduct a credit investigation about you and to evaluate and administer the credit requested by the Borrower, from time to time;
- (d) authorizes the Company and BNS to collect, retain, use and disclose your information from and to credit reporting agencies, credit bureaus, other credit grantors, or any persons with whom you have had, have or propose to have a financial relationship and as otherwise permitted by the Agreement, both during and after the Agreement;
- (e) acknowledge that we may transfer or assign to any person or organization any of our rights, interests and obligations under the credit line at any time without prior notice or consent from you;
- (f) certify that the intended use of the credit facility is to purchase crop inputs and/or farm supplies for agricultural production purposes;
- (g) certify that any information and documents (including evidence of incorporation and/or organization) submitted by you to us are true, correct and complete;
- (h) understands that, if this Application is accepted, the Agreement will have the effect of granting a security interest to the Bank in all of the Borrower’s present and after-acquired property (including crops, growing crops and livestock) and proceeds derived from such property or proceeds;
- (i) This credit application may be executed in multiple counterparts, each of which shall be deemed to be an original document and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This credit application, to the extent signed and delivered by means of electronic transmission (including, without limitation, PDF, facsimile and Internet transmissions), shall be treated in all manner and respects as an original document and should be considered to have the same binding legal effect as if it were the original signed version delivered in person;
- (j) If you do not meet your payment obligations, your interest rate will increase to 18% per annum (1.5% per month) for each month your account remains past due. On the first day of the month after your account becomes current, the interest rate will return to that specified by us for your Credit prior to your account becoming delinquent.
- (k) For partnerships only. Each of the undersigned agree and acknowledge that they operate as a partnership and may be required by applicable law to register such partnership. To the extent that they partnership is not registered with the relevant provincial registrar, the Borrower Legal Names are the names of the partners listed within this application and those partners are and will be jointly and severally liable for the obligations contemplated herein.
- (j) You acknowledge that the information you may have provided regarding your tax jurisdiction and Tax Information Number (TIN) is true and complete and that you undertake to advise Scotiabank immediately of any change in circumstance that causes the information provided to be incorrect. This information may be reported to the Canada Revenue Agency who may in turn provide the information to the appropriate tax authorities of any additional country in which you have tax filing obligations.

YOUR SIGNATURE(S) AS THE BORROWER AND GUARANTOR

Your signature below as partner or authorized signing officer of the Borrower certifies that (a) the information about the Borrower in this Application is accurate and complete, (b) the Borrower agrees to the above “Terms of Application”, (c) the Borrower is in good standing and has validly authorized this borrowing of money and granting of security, and (d) you have the power to legally bind the Borrower in all respects.

Your signature below as a partner on behalf of a partnership certifies that agree to be personally liable for all monies and credit advanced and all indebtedness incurred by the partnership pursuant to the terms of this agreement.

Your signature below on behalf of a corporation certifies that you, and if more than one party signing, each signor on a joint and several basis, guarantee all of the monies and credit advanced and all indebtedness incurred by the Borrower pursuant to the terms of this Agreement. This guarantee shall be a continuing guarantee of all guaranteed liabilities of the Borrower, is payable on demand and the Bank shall not be bound to exhaust recourse against the Borrower before being entitled to payment from you as guarantor.

_____ Signature	_____ Name and Title	_____ Date (MM/DD/YYYY)
_____ Signature	_____ Name and Title	_____ Date (MM/DD/YYYY)
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