

Input Financing Line, CPS Canada (Inc.) Financial Advantage Line and FarmPlus Line Terms and Conditions

You and your refer to the Borrower and any Co-Borrowers under this agreement and/or as listed on any statement/agreement. We, our, us and the Bank refer to The Bank of Nova Scotia. CPS refers to Crop Production Services Canada (Inc.) The Borrower refers to the persons and/or the company and/or the partnership and/or the colony listed on any statement/agreement.

This agreement governs the Input Financing Line, the CPS Financial Advantage Line as well as the FarmPlus Line. This or the agreement refers to the agreement with the Bank resulting from the acceptance of a credit application and ownership profile (if any) made by you and includes these terms and conditions.

If we provide an Input Financing Line, or the CPS Financial Advantage Line to you or establish a FarmPlus Line for you and you keep the cheques or utilize the Input Financing Line, the CPS Financial Advantage Line or FarmPlus Line, it means that you agree to be bound by these terms and conditions. You also agree to the terms of the Scotiabank Group Privacy Agreement and the CPS Privacy Policy, which have been provided to you and that the Scotiabank Group Privacy Agreement, the CPS Privacy Policy, this application and your ownership profile (if any) forms part of this agreement.

Personal and Financial Information Notice

By signing this application, you authorize and consent to the collection and use by CPS and the Bank and their disclosure to their respective affiliates, credit bureaus and reporting agencies, business and financial institutions with whom you have had or propose to have a financial relationship, the Canadian Grain Commission and government departments and/or agencies responsible for agricultural matters, land titles and registration and motor vehicle licensing and registration, of the personal information provided herein and other credit and financial information obtained from you and/or the above sources in support of this application, for the purposes of: (i) obtaining and using a credit information report; (ii) verifying your current and ongoing creditworthiness and information you have provided in connection with this application; (iii) evaluating this application and, where applicable, providing and managing your credit arrangements; (iv) providing the products, services and information you request; (v) managing, administering, servicing and collecting on your account; (vi) registering, administering and enforcing a security interest in present and after-acquired property of the Borrower and proceeds derived from such property or proceeds and any other security provided by the Borrower or you; (vii) providing credit references to other/potential creditors; (viii) meeting legal, regulatory, security and processing requirements; and, (ix) otherwise as outlined in the Scotiabank Group Privacy Agreement or the CPS Privacy Policy or as permitted or required by law. If you provide your Social Insurance Number, you consent to its use for matching of credit bureau/reporting agency information and verifying your identity. You consent to the disclosure (and the receiving parties' collection, use and disclosure) of your personal information to parties connected with, and for the purposes of, any contemplated or actual financing, insuring, securitizing, sale, assignment or other disposal of all or part of CPS or the Bank's business or assets.

CPS Customer Privacy Statement

For further information about the CPS Privacy Policy, please refer to CPS website at www.cpsagu.ca. If you have questions regarding CPS comprehensive privacy policy, the security of your personal information, or CPS compliance with the *Personal Information Protection and Electronic Documents Act*, contact CPS via e-mail at CPS info@cpsagu.com or by sending a note to: Privacy Officer, CPS, P.O. Box 770 Stn. Main, Regina SK S4P 3A8 or call CPS toll free at 866-712-1090.

Scotiabank Group Privacy Agreement

For further information about any Scotiabank Group Member's privacy policies, please refer to the brochure "The Scotiabank Group & You: A Question of Privacy" available at any Scotiabank Group Member's branch or office, or the Scotiabank website at www.scotiabank.com or call the Bank toll-free at 1-800-4-SCOTIA. Copies of our entire formal Privacy Code as well as the Scotiabank Guidelines for Business Conduct are available to the public on the Scotiabank website at www.scotiabank.com. These documents form part of the Scotiabank Group Privacy Agreement.

Your Rights and Obligations

You may use the Input Financing Line, the CPS Financial Advantage Line and FarmPlus line up to the maximum amount we set as your credit limit from time to time. You agree that the Input Financing Line, the CPS Financial Advantage Line and FarmPlus Line may only be used for the purchase of goods and services from CPS for your farm business for input purposes. You may not use the Input Financing Line, the CPS Financial Advantage Line or FarmPlus Line for any transaction which is illegal.

You can use the FarmPlus Line cheques, wherever they are accepted. We are not liable if your cheques are not accepted by a merchant or a business.

You may draw on the FarmPlus Line using a cheque or through any other method that we permit. You agree that there are no legal actions, judgments or orders being taken against you, your business or your assets that could affect your ability to meet the obligations in this agreement.

You will apply for the FarmPlus Line and/or the Input Financing Line, and/or the CPS Financial Advantage Line annually.

Security

As general and continuing collateral security for the repayment of all present and future obligations owed by you to us, wherever and however incurred, and the ultimate balance(s) owing thereon, you hereby irrevocably and unconditionally grant to us a security interest in all of present and after-acquired property (both personal and real and of whatever nature and kind) of the Borrower (and, in the case of a general partnership, of each of the partners) including, without limitation, crops and growing crops, wherever such property may be situated, and in all present and future proceeds of every item, type and kind derived directly or indirectly from any dealing with such property or proceeds there from, including, without limitation, all insurance proceeds and all payments, rights and entitlements as indemnity or compensation of any kind for loss or damage to the collateral. It is acknowledged that this security interest over crops and growing crops is given to secure the amounts owing in respect of inputs for their production and any other indebtedness and other obligations you may have to the Bank at any time. You further grant to us a purchase-money security interest in the inputs purchased by the Borrower using credit provided by us and in all present and future crops and growing crops produced or to be produced from such inputs and all present and future proceeds there from of every item, type and kind.

You acknowledge and agree that this security interest may be registered against the Borrower's personal and/or real property. To the extent permitted by law, you waive any right to receive a copy of any financing, verification or change statement or other similar document prepared, filed and/or registered in connection with this security interest.

In addition, you may be required to provide additional or other security to us such as a mortgage or leasehold interest in respect of real property, a personal guarantee and/or a postponement of other debts.

You agree not to further encumber any real property that is given to us as security without our permission. If you sell any personal or real property that is given to us as security without our permission, you agree that you will hold the proceeds as trustee for us and you will immediately repay to us all amounts owing under the Input Financing Line, the CPS Financial Advantage Line and/ or FarmPlus Line.

You hereby assign to the Bank all proceeds from production contracts, grain settlements, cash purchase tickets, patronage dividends, cash advances, and payments under government programs and authorize and direct the party to make payment of such amounts that may otherwise become payable to you directly to the Bank.

Repaying the Amounts You Owe

When you use the Input Financing Line, the CPS Financial Advantage Line, and/or FarmPlus Line through the means we permit, or authorize others to use it, you incur a debt. You agree to repay any debt owed to us at any time on our written demand. You agree that if there is a breach of any of your obligations under this agreement, or if we terminate this agreement, or if we believe in good faith that the prospect of payment of the debt is impaired, we shall have as additional rights and remedies all the rights and remedies of a secured creditor under the Personal Property Security Act of the Province in which this agreement is or may be enforced against you including bringing action on the underlying debt before proceeding against the collateral over which we have security and disposing of the collateral upon such terms and conditions as we shall determine. We may exercise any of our rights and remedies without affecting any other rights and remedies. In addition, we shall have the right to appoint, by instrument in writing, or otherwise, a receiver (which term shall include receiver and manager) over the collateral over which we have security and any such receiver shall have the power to take possession of the collateral or any part of it, borrow money on the security of the collateral for the purpose of the preservation, protection or realization of the collateral and sell or otherwise dispose of all or any part of the collateral at public auction, by public tender or by private sale and either for cash or credit at such time and upon such terms and conditions as the receiver shall determine, provided that any such receiver shall be your agent and not our agent. If we have to take collection proceedings under this agreement, you agree that you will on demand pay us our costs, including full solicitor/client legal costs, for any action taken to collect the amounts due and to protect or realize the security which you have given. These charges may be added to your Input Financing Line, and/or your CPS Financial Advantage Line and/or your FarmPlus Line and treated as an advance.

Making a Minimum Monthly Payment

For the FarmPlus Line, if you do not repay your debt in full by the due date on your monthly statement, you agree to make a minimum monthly payment. Your minimum monthly payment will be interest only on the outstanding balance or \$50.00, whichever is greater, during certain times of the year in relation to the growing season and a percentage of the outstanding balance or \$50.00, whichever is greater, in relation to other times of the year. We will tell you the minimum required payment on your monthly statement. We may require a different monthly payment and will give you prior notice of this. Any overdue payment or over limit amount must be paid as soon as you receive your statement. For regular credit programs under the Input Financing Line and the CPS Financial Advantage Line, the full balance will be due on the due date noted on your monthly statement. For other special credit programs under the Input Financing Line or the CPS Financial Advantage Line, your minimum monthly payments will be as noted on your monthly statements and will be dependent on the features of each special credit program about which we will give you prior notice.

Making Payments When Mail Service is Disrupted

Even when normal mail service is disrupted, you must continue to make payments when due. If appropriate, we will tell you where to do so, and where to pick up your statement(s), by advertising, email, telephone, on radio or television or in newspapers. Your statement(s) will be considered to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

Requesting Credit Services

You have requested the features, benefits and services provided automatically with the Input Financing Line, the CPS Financial Advantage Line and/or FarmPlus Line. You understand that optional services may be available at additional cost to you and that these services may be governed by separate agreements or authorizations by which you agree to be bound. Optional services may be canceled on 30 days' notice or any shorter period provided by such agreements. You also understand that some of these services are supplied by firms independent of us and that we are not liable for them in any way.

Telling Us About Loss, Theft or Unauthorized Use

You will inform us immediately by telephone and in writing about any actual or suspected loss, theft or unauthorized use of your FarmPlus Line cheques. You will inform us immediately by telephone and in writing about any actual or suspected unauthorized use of your Input Financing Line, your CPS Financial Advantage Line or your FarmPlus Line. We assume that you have authorized all transactions until you tell us otherwise. If you have previously authorized someone to use your FarmPlus Line cheques and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred by their use until they have been surrendered to us. If you have previously authorized someone to use your Input Financing Line, the CPS Financial Advantage Line or FarmPlus Line, you will continue to be liable for all debts incurred by their use until you tell us otherwise.

For FarmPlus Line cheques, you will be liable for any unauthorized activity which occurs before you notify us of this activity.

Telling Us About Changes

You will tell us in writing, or by any other means which we permit, if you change your name or address, an unfavorable change in your financial position that impairs your ability to pay your debt or an unfavorable change in the value of your security and give us other information that we may need from time to time to keep our records up to date.

Telling Us About Errors in Your Statement(s)

If your statement(s) contains any errors, you will tell us in writing or by any other means which we permit such as our toll free telephone number 866-712-1090, within 15 days of the date of the statement(s). After that time, the statement(s) will be considered to be correct unless you can provide us with written proof that it is not.

Settling Disputes

If a dispute arises about a transaction which you authorized, you must settle it directly with the merchant or business concerned.

Cancelling This Agreement

You can cancel this agreement by telling us in writing that you want to do so. We, too, can cancel this agreement by telling you in writing. We can also cancel your FarmPlus Line cheques and require you to give them back to us, or to someone acting on our behalf, when we ask for them. The FarmPlus Line cheques are our property. If either of us cancels this agreement, you still have to pay your debt and any other amounts you owe us in full immediately. In no event shall you claim set-off against your debt or any other amounts you owe us.

Default and Default Charges

We may terminate this agreement and require you to pay your total debt immediately, without prior notice or demand, by giving at least 10 days written notice to you if you do not meet your obligations, including if: (a) you fail to make any payment when due; (b) you fail to pay any amount we are entitled to charge to repair, insure or clear title to any property pledged by you as security; (c) you die or become insolvent or bankrupt; (d) you fail to comply with any security agreement related to this agreement; (e) any property pledged as security is lost, stolen, damaged, destroyed or seized; (f) any property pledged as security reduces in our view to an unacceptable value; or (g) anything happens which in our view endangers your ability to pay or the property pledged as security.

If you do not meet your obligations, we may, in addition to interest, impose reasonable charges respecting: (a) legal costs incurred in collecting or attempting to collect a payment; (b) costs, including legal costs, incurred in realizing on a security interest or in protecting the subject matter of a security interest after default; and (c) costs incurred because a cheque or other payment instrument given by the Borrower to CPS or the Bank was dishonoured.

Not Exceeding Your Credit Limit

You agree that your debt will not exceed the credit limit of the Input Financing Line or the CPS Financial Advantage Line. You agree that your debt will not exceed the credit limit of the FarmPlus Line. The credit limit(s) is indicated on your monthly statement(s). We can increase or reduce your credit limit(s) or allow you to exceed your credit limit(s) without telling you in advance. We may refuse to honour any use of the Input Financing Line, the CPS Financial Advantage Line and/or FarmPlus Line which would cause you to exceed your limit. However, we are not obligated to do this.

Being Jointly and Severally Liable

Each person who is bound by this agreement is jointly and severally liable for payment of all debt and other amounts referred to in this agreement and for performing all of the obligations under this agreement and each person may give us any instructions regarding this agreement without the agreement of any other person. In addition, this agreement will be binding on your personal and legal representatives and enure to the benefit of our successors and assigns.

Certain Legislation

If the Borrower is a corporation, the Borrower agrees that *The Saskatchewan Farm Security Act* (Saskatchewan) and *The Limitations of Civil Rights Act* (Saskatchewan) does not apply to this agreement or to the security made, given or created pursuant to this agreement. In addition, if the Borrower is an agricultural corporation, the Borrower agrees that Part IV (other than section 46) of *The Saskatchewan Farm Security Act* (Saskatchewan) does not apply to this agreement or to the security made, given or created pursuant to this agreement, and the Borrower represents and warrants having received independent legal advice in this regard. You acknowledge that *The Guarantor's Liability Act* (Manitoba) applies to this agreement. You agree that the statutory period for commencing a legal action or proceeding with respect to this application and/or your debt or obligations is extended to the greater of six years or any longer period permitted by law.

Paying Interest on a Credit Balance

If you have a FarmPlus Line, we will pay you interest at the rate indicated on your monthly statement for each day your credit balance is \$5,000.00 or more. We will calculate the interest daily, pay it monthly and show it as a credit on your statement(s). The interest rate we pay will be posted at CPS locations and will change from time to time.

Charging Interest on Purchases

For the Input Financing Line, we will not charge any interest on purchases and service charges if we receive your payment for the full balance, as shown on the monthly statement on which the purchases and service charges first appear, on or before the due date set out in that statement. If we do not receive your payment within this time period, we will charge interest at our then current annual rate on each purchase or service charge from the date of purchase, as described under the heading "Adding interest to your debt", until it is repaid in full.

Interest

For the Input Financing Line, the CPS Financial Advantage Line and the FarmPlus Line, we will tell you the applicable interest rate(s) on your monthly statement(s). We may change interest rate(s) from time to time in accordance with applicable law. Any change will be noted on your monthly statement(s).

If your FarmPlus Line has standard and preferred rates, to qualify for the preferred interest rate, you must repay your FarmPlus Line in accordance with these terms; otherwise, the standard interest rate will apply. If you are paying the standard interest rate, the interest rate will revert to the preferred interest rate once you have continuously complied with your obligations under this agreement for a period of time to be determined by us. We will give you notice of this period.

Interest for the CPS Financial Advantage Line and the FarmPlus Line is composed of two factors. The first is our prime lending rate, which is announced by us from time to time. In addition to our prime lending rate, we will also set an adjustment factor. We will change our prime lending rate from time to time and will announce this with each change. We may also change your adjustment factor but we will give you prior notice of this, stating the effective date of the change. **The maximum annual interest rate applicable to your FarmPlus Line shall be 23.15% (calculated daily and compounded monthly) unless we otherwise notify you.** Examples of interest calculated at such rate are as follows:

Amount unpaid:	\$2,000.00	\$3,000.00	\$4,000.00
Average Monthly Interest Cost:	38.57	57.86	77.15
Annual Interest:	462.88	694.32	925.76

The maximum annual interest rate applicable to your Input Financing Line or to your CPS Financial Advantage Line shall be 23.15% (calculated daily and compounded monthly for the month of purchase and calculated and compounded monthly thereafter) unless we otherwise notify you. Examples of interest calculated at such rate are as follows:

Amount unpaid:	\$2,000.00	\$3,000.00	\$4,000.00
Average Monthly Interest Cost:	38.57	57.86	77.15
Annual Interest:	462.88	694.32	925.76

Adding Interest to Your Debt

For the CPS Financial Advantage Line and the FarmPlus Line, interest is calculated on your debt daily from the date any debt arises but we only add it to your debt once a month on each monthly statement. We calculate the amount of daily interest by adding any new advances and subtracting any payments and then multiplying the unpaid balance of the debt on which interest is payable by the applicable annual interest rate then dividing by 365 or 366 (as applicable). For the Input Financing Line, interest is calculated on your debt from the date any purchase arises, until paid in full. If you pay the full amount of the indebtedness by the first month's due date, which occurs at the end of the month following such purchases, then the first month's interest will be waived. If you do not pay the full amount of the indebtedness by the first month's due date, then interest will be charged from the date the debt arose. The first month's interest will be calculated from the date of purchase (on a pro-rated basis) by applying the following formula:

$$(\text{unpaid balance} \times \text{monthly interest rate}) \times \frac{((\# \text{ of days in the month} - \text{calendar day of purchase}) + 1)}{\# \text{ of days in the month}}$$

For example: If an invoice is issued on January 31 for \$1,000 at 1.75% per month, interest for the month of January would be calculated as follows:

$$(\$1,000 \times 1.75\%) \times \frac{((31 - 31) + 1)}{31} = \$0.56 \text{ interest for January.}$$

31

Thereafter interest is calculated monthly on the part of the debt not paid by the due date and is added to your debt once a month on each statement.

The amount of the monthly interest is calculated by multiplying the part of the debt not paid by the due date by the applicable monthly interest rate. Interest is payable both before and after demand, default or judgment.

Telling You About Interest Rates, Service Charges and Our Annual Fee

For the Input Financing Line, the CPS Financial Advantage Line and/or FarmPlus Line, we will send you a notice that will tell you about interest rates, service charges and, if applicable, our annual fee. The annual fee will appear on your first monthly statement and annually thereafter and is not refundable. If we change any of these rates or amounts, we will give you prior notice as required by law.

Applying Your Payments

We apply your payments, as applicable, first to interest that we have billed, and then to any billed annual fees and service charges. Next we apply them to any billed purchases on which interest is payable, and then to billed purchases on which interest is not payable. We then apply your payments to any unbilled purchases or charges.

Dealing With Transactions in a Foreign Currency

When using a cheque on your FarmPlus Line, the exchange rate will be the posted rate charged to customers at any of our branches.

Preparing and Sending Monthly Statements

For the FarmPlus Line, monthly statements are only prepared on business days, so the time between statements will vary from 27 to 34 days, depending on the number of business days in the month. We will send one monthly statement addressed to one of the Borrower/Co-Borrowers only. For the Input Financing Line and the CPS Financial Advantage Line we will send one monthly statement addressed to one of the Borrower/Co-Borrowers only.

If any other Borrower or Co-Borrower requests to CPS, in writing, to provide a copy of monthly statement(s) to them in addition to the monthly statement provided to the Borrower, we will send the statement(s) to that person as well at the address provided in such written request.

Requiring You to Pay Your Total Debt

We may terminate the Input Financing Line, the CPS Financial Advantage Line and/or FarmPlus Line and require you to pay your total debt immediately and without prior notice if you do not carry out your obligations under this agreement, including making any payment when it is due, if you become bankrupt, insolvent, die or if the security you have pledged reduces in value to a level we consider unacceptable.

Changing This Agreement or the Services We Offer

We can change this agreement or the services that are available with the Input Financing Line, the CPS Financial Advantage Line and/or FarmPlus Line, but we will give you prior notice of this. We consider that we have given you notice in writing about anything under this agreement when we send you the information by fax transmission or mail, or hand deliver it, to the last address any one of the Borrower/ Co-Borrowers gave us in writing or by any other means that we permit. When we give notice to you, we consider that we are giving notice to all of the Borrower/Co-Borrowers.

Continuing Payment Arrangements

As part of the credit arrangements herein and to facilitate payment from time to time of any debt you owe to us under this agreement, you irrevocably direct us and CPS on a continuing basis to credit any debt you owe to us under this agreement from time to time with the full amount or in our sole discretion some lesser amount of any payment due to you by us or CPS and in CPS making any payments or credits in accordance with this paragraph, you agree CPS is acting on your behalf.

Assignment

You acknowledge that we may transfer or assign any of our rights and interests under this agreement without prior notice to or consent from you.

Severability

Any part of this agreement which is held to be invalid, illegal or unenforceable, shall be deemed not to be part of this agreement.

CPS

You acknowledge that CPS, as agent of the Bank, provides loan administrative services for the Input Financing Line, the CPS Financial Advantage Line and/or the FarmPlus Line on behalf of the Bank and that CPS will have no liability to you with respect to any of these credit lines.

No Representation or Warranty

Neither the Bank nor CPS makes any representation or warranty about the farm inputs purchased with credit advanced under this agreement. The liability of the Bank and CPS for damages arising from any cause is limited to, at CPS option, replacement of the items or refund of or credit for their purchase price. Such liability will not in any event include any indirect, special, consequential, punitive or other damages.

Receipt of Documents

You acknowledge receiving a copy of these Input Financing Line, CPS Financial Advantage Line and FarmPlus Line Terms and Conditions, the Scotiabank Group Privacy Agreement and the CPS Privacy Policy. You acknowledge having read, understood and agreed with them. You acknowledge that your credit is supplied by, and that any funds owing are owed to, us.

Cost of Borrowing

You acknowledge that the interest rates applicable to the Input Financing Line, the CPS Financial Advantage Line and FarmPlus Line are subject to variations in the true annual rates of the cost of borrowing which will be determined by us from time to time.

Information About You

You certify the information in your application is complete and accurate. You irrevocably authorize CPS and the Bank to request and disclose information about you, from and to each other and from and to credit reporting agencies, credit bureaus, other credit grantors, any person you have or propose to have financial relations with, and as otherwise permitted or required by law and to retain all such information, and authorize and direct any person contacted by CPS or the Bank in this regard to provide CPS