



# Line Of Credit Agreement – Feeder Associations

TO: ATB Financial, previously Alberta Treasury Branches ("ATB")

FROM: (the "Association")

RE: Line of Credit (the "Credit")

Credit Limit \$ (the "Credit Limit")

In consideration of ATB agreeing to provide credit to the Association on the following terms, the Association agrees as follows:

- 1. ATB is authorized to advance or readvance (in either case, an "advance") funds under the Credit from time to time on a specific advance basis by credit to account number (the "Account") in the name of the Association at the above branch.

Each advance, if made, will be in an amount equal to the amount(s) expressed in the Livestock Supply Form (inclusive of its related promissory note, collectively the "Livestock Supply Form"), in the Equity Loan Promissory Note or in other records provided by the Association in respect of the advance and acceptable to ATB.

- 2. ATB may, without restriction:
  - (a) refuse to make any further advance on the Credit if the amount of such advance, when added to the amount then outstanding on the Credit, would exceed the Credit Limit, provided that this agreement will apply to the Credit even if the amount advanced or outstanding on it exceeds the Credit Limit;
  - (b) on oral or written notice to the Association, temporarily or permanently reduce the Credit Limit;
  - (c) on oral or written notice to the Association, terminate the Credit, in which case no further advances will be available and all amounts then outstanding will become immediately payable.

- 3. The Association promises to pay interest to ATB on each advance at the rate set forth in the respective promissory note. Interest in all cases will be calculated daily and, prior to demand, will be payable on the last day of each month, both before and after any termination of the Account, or judgment and until payment of the advance in full. The interest rates applicable to each advance, set forth on the corresponding promissory note, will be:

- (a) variable rate per annum equal to the Prime Lending Rate of ATB per annum, computed from the respective dates of such advance;

or

- (b) for the period from and including the date of such advance to and including 365 days thereafter, a fixed rate per annum equal to the Prime Lending Rate of ATB in effect at the date of such advance per annum;

- 4. In addition to debiting the Account with the amount of each advance, ATB shall also be entitled to debit the Account with the amount of all interest payable by the Association pursuant to this Agreement.

- 5. Each advance made under the Credit shall be repayable in full together with all accrued interest at the appropriate interest rate and costs on a solicitor-client basis, on the earlier of demand or 15 months from the date of the initial



advance in respect of a feeder member.

- 6. ATB's written statement of the amount owing under the Credit and the interest rate(s) applicable to it at any particular time will, in the absence of obvious error, be conclusively binding on the Association for all purposes. Such statement may be included with the consolidated statement of the Account from time to time, or by separate monthly listing of outstanding advances (list of feeder members).
- 7. It is understood that additional agreements may from time to time exist between ATB and the Association relating to the Credit and in the event of a conflict between this agreement and any other agreement relating to the Credit, such other agreement will prevail. If there is no conflict, this agreement and such other agreement will be read in conjunction with and as supplementary to each other.

This agreement may be executed electronically; this agreement may be delivered by email, facsimile or other functionally-equivalent means.

The Association has executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(Name of Association)

Per: \_\_\_\_\_

Per: \_\_\_\_\_