



OFFICE USE ONLY APPL. NO. FA- _____ LOAN NO. F- _____
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APPLICATION FOR FISHERIES LOAN
 UNDER THE COMMUNITIES ECONOMIC DEVELOPMENT FUND ACT
 (Incomplete applications will not be considered.)

NAME: _____

ADDRESS: _____

TOWN: _____ POSTAL CODE: _____

DATE OF BIRTH: _____ SIN NO.: _____

(Month) (Day) (Year)

Applicant's FFMC or
other buyer No.

FFMC or other buyer
No. If applicable

Spouse's Name

Treaty No.

Band No.

Years of

Fishing Experience:

Lake Fished

Commercial

Fishing License #

Year & Seasons held:

Request a Loan of \$ _____

Please state type of equipment or repair: _____

Name and Address of Suppliers for the above equipment: _____

Name of Agent to whom fish will be delivered: Summer: _____

Fall: _____ Winter: _____

<p>PLEASE NOTE: CEDF WILL BE REVIEWING APPLICANT'S CREDIT HISTORY AS PART OF OUR LOAN APPROVAL PROCESS. PLEASE ENSURE THAT ANY MATTERS RELATING TO WRITTEN OFF ACCOUNTS & COLLECTIONS WITH OTHER INSTITUTIONS ARE ADDRESSED PRIOR TO APPLYING.</p>

Fishing Equipment: Motors, Skidoo, Bombardiers, Tractors etc. List each item giving age, condition, serial no., model no., and value of each. Boats - give length, beam and depth and construction (wood, steel, fibreglass) and vessel license no.:-

Fish Storage Buildings: Lakeshore installations, icehouses etc. (Give location, age, size, condition and value of each).

Operational Equipment: Nets, Corks, Leads, Anchors etc. - condition and value.

I/we hereby authorize CEDF to conduct a personal investigation with regard to my/our credit position, and authorize my/our creditors to disclose to CEDF complete details regarding all my/our liabilities. I/we acknowledge that CEDF may, from time to time provide credit details to qualified credit services regarding the performance of my/our loan. Further, I/we authorize CEDF to share with FFMC or other fish buyer(s) details of my/our loan and authorize FFMC or other fish buyer(s), Manitoba Conservation and Water Stewardship to disclose all information related to my/our fish production to CEDF. Further, I/we agree to notify CEDF of any change from that stated in this application, of agent or agents to whom fish will be delivered.

I/we declare the foregoing to be true to the best of my knowledge.

Date: _____ Signature: _____ Phone #: _____

Please mail this completed application to the head office:

HEAD OFFICE: 15 Moak Crescent, Thompson MB R8N 2B8, Phone (204) 778-4138, Fax (204) 778-4313

GENERAL SECURITY AGREEMENT

DATE: _____, 20__

TO: COMMUNITIES ECONOMIC DEVELOPMENT FUND (HEREINAFTER THE "Lender")
15 MOAK CRESCENT, THOMPSON, MANITOBA R8N 2B8

FROM: _____ (HEREINAFTER THE "Borrower")
(PRINT FULL LEGAL NAME(S))

(PRINT ADDRESS INCLUDING COMMUNITY/TOWN/CITY/PROVINCE/POSTAL CODE)

In consideration of the Lender providing or agreeing to provide credit facilities or other financial assistance (the "Loan") to or for the benefit of the Borrower, the Borrower agrees with the Lender as follows:

1. SECURITY INTERESTS

As general and continuing collateral security for the due payment and performance of all obligations, the Borrower grants to the Lender fixed and specific charges, pledges and assignments on and of the following collateral (hereinafter the "Collateral"):

Existing Assets: The Borrower hereby authorizes the Lender to register a specific charge and assignment against all assets currently owned by the Borrower for the purpose of harvesting and processing of fish products as identified by the Lender. The Borrower further acknowledges that assets acquired through previous advances under this loan may be subject to a Purchase Money Security Interest.

New Equipment: Any and all equipment purchased through the proceeds of this loan application (including but not limited to the following):

Quota: All governmental and other permissions, rights, entitlement, privileges, and licences of any kind or description, whether or not recognized as a form of property at law, including any and all existing or future licences or quota rights granted under the authority of any federal or provincial legislation, and all rights, entitlements and licences of every kind and description therein and appertaining thereto, that is now owned or which may hereafter become owned or acquired by or on behalf of the Borrower.

The Lender may prepare a schedule of assets identified above which will thereafter be considered a part of this agreement.

2. LOAN – TERMS OF REPAYMENT

The Borrower hereby promises to pay to the Lender the sum of \$ _____ with interest at the rate of _____% per cent per annum with such rate being calculated and compounded monthly (which rate is equivalent to _____% per cent per annum calculated and compounded annually). The said rate is a floating rate, is adjusted quarterly and is charged from the date or dates of advances.

The Loan is repayable on demand and until demand, will be repayable by lump sum payments of principal and interest of twenty-five (25%) per cent of the total fish delivered by the Borrower to the Freshwater Fish Marketing Corporation ("FFMC") or other fish buyer(s), either directly to the buyer(s) and/or through a fish agency.

3. USE OF COLLATERAL BY BORROWER

Subject to compliance with the Borrower's covenants contained herein and subject to clause 4 hereof, the Borrower may, until default, possess, collect, use and enjoy and deal with the Collateral in the ordinary course of the Borrower's business in any manner not inconsistent with the provisions hereof; PROVIDED ALWAYS that the Lender will have the right at anytime and from time to time to confirm the existence and state of the Collateral in any manner the Lender considers appropriate and the Borrower agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith, and for such purposes to grant to the Lender or its agents access to all places where the Collateral may be located and to all premises occupied by the Borrower. In addition, the Borrower will not use or acquire for use any collateral as consumer goods.

4. COVENANTS

The Borrower covenants and agrees with the Lender that as long as the Borrower's obligations under this Agreement remain unfulfilled, the Borrower will:

Pay all amounts owing: Pay punctually all amounts owing (including interest, costs and other charges) under this Agreement and every security agreement, loan or other credit facility agreement between the Borrower and the Lender;

Pay taxes: Pay punctually all taxes, rates, duties, assessments, rents, fees or appropriations, and all other monies now due or that in the future become due that may become a charge against the Collateral;

Obey laws: Observe all laws and conform to all valid requirements of any governmental authority with respect to all or any part of its business or the Collateral, and comply with the terms and conditions of all contracts under which all or any part of the Collateral is held;

Further assurances: From time to time upon request by the Lender, the Borrower is to execute, acknowledge or deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, mortgages, transfers and assurances in law as the Lender requires.

Insure Collateral: Insure and keep insured all Collateral against loss by fire or any other peril as directed by the Lender and forthwith assign, transfer and deliver to the Lender the policy or policies of such insurance and the receipts therefore. Loss under such insurance is to be payable to the Lender. If the Borrower fails to obtain and/or maintain such insurance, the Lender may do so and the Borrower is, upon demand, to reimburse the Lender for all its costs or expenses incurred or alternatively, add the costs to the Borrower's debt to the Lender.

Keep Collateral in good repair: The Borrower will refrain from and prevent waste from being committed on or against the Collateral (reasonable wear and tear excepted) and maintain the Collateral in good order and repair to the satisfaction of the Lender.

5. EVENTS OF DEFAULT

The happening of any of the following events or conditions will constitute default hereunder which is herein referred to as "Default":

a) The non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the indebtedness of the failure of the Borrower to observe or perform any obligation, covenant, term provision or condition contained in this General Security Agreement;

- b) The bankruptcy or insolvency of the Borrower; the filing against the Borrower of a Petition in Bankruptcy, the making of an authorized Assignment for the benefit of creditors of the Borrower, the appointment of a receiver or trustee for the Borrower, or any assets of the Borrower or the institution by or against the Borrower of any other type of insolvency proceedings under the *Bankruptcy and Insolvency Act*, or otherwise;
- c) The institution by or against the Borrower of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Borrower;
- d) If any encumbrances affecting collateral becomes enforceable against collateral;
- e) If the Borrower ceases, or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law, or commits or threatens to commit an act of bankruptcy;
- f) If any execution or other process of any court becomes enforceable against the Borrower or if a distress or analogous process is levied upon the assets of the Borrower or any part thereof.

6. ACCELERATION

The Lender, in its sole discretion, may declare all or any part of the indebtedness, which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default.

7. REMEDIES

Upon Default, the Lender may:

- a) Take possession of, collect, sue on, enforce, recover and receive collateral and give valid and binding receipts and discharges therefore and in respect thereof and may lease, sell or otherwise dispose of collateral in such manner, at such time or times, place or places, for such consideration and upon such terms and conditions as the Lender may deem reasonable.
- b) In addition to any other rights the Lender may have in law or in equity, the Lender shall have all rights and remedies of a Lender under the *Personal Property Security Act* of Manitoba ("PPSA"), provided always that the Lender shall not be liable or accountable for any failure to exercise any of its remedies.

The Borrower agrees to pay all cost, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered in operating the Borrower's accounts, in preparing or enforcing this General Security Agreement, taking custody of, preserving, repairing, processing, preparing for disposition and disposing of the collateral and in enforcing or collecting the indebtedness and all such cost, charges and expenses, together with any monies owing as a result of any Borrowing by the Lender or any Receiver appointed by him, as permitted hereby, shall be at first charge on the proceeds of realization, collection or disposition of the collateral and shall be secured hereby.

8. DISCHARGE AND REVOLVING ADVANCES

This General Security Agreement shall be a continuing agreement in every respect for the payment of whole indebtedness and the performance of all other obligations secured under this Agreement, and it shall remain in full force and effect despite the repayment from time to time of the whole or any part of that indebtedness, and the re-advance of funds by the Lender to the Borrower until all payments and obligations secured under this Agreement have been performed in full, and the Lender has been released from all obligations to advance funds or provide any other type of credit facility to the Borrower or for the Borrower's benefit.

9. MISCELLANEOUS

The Lender may grant extensions of time and other indulgences, take and give security, except compositions, compromise, settle, grant releases and discharges and otherwise deal with the Borrower, debtors of the Borrower, sureties and other and with collateral and other security as the Lender may see fit, without prejudice to the liability of the Borrower or the Lender's right to hold and realize the Security Interest.

No delay or omission by the Lender in exercising any right of remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof, or of any right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Lender may remedy any default by the Borrower hereunder or with respect to indebtedness in any reasonable matter without waiving the default remedied and without waiving any other prior or subsequent default by the Borrower. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

This General Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

No modification, variation or amendment of any provisions of this General Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless signed, in writing, by the parties hereto.

This General Security Agreement and the transactions evidenced hereby shall be governed and construed in accordance with the laws of the Province of Manitoba as the same may, from time to time, be in effect, including where applicable the PPSA.

In the event of any discrepancies between the description of the collateral described herein or in any other document, the description provided herein shall prevail unless otherwise indicated in any such document.

If this General Security Agreement is entered into by two or more Borrowers, all agreements and covenants of the Borrowers shall be construed as both joint and several. Also, words in the singular include the plural and vice-versa and words in one gender include all genders

The Security Interest created hereby is intended to attach when this General Security Agreement is signed by the Borrower and delivered to the Lender.

10. ACKNOWLEDGEMENTS OF BORROWER

The Borrower hereby acknowledges receipt of a copy of this General Security Agreement and the failure of the Lender to receive full payment or satisfaction of the debt through its rights and remedies herein provided shall not in any way release the Borrower who promises to pay or satisfy any deficiency.

SIGNED, SEALED AND DELIVERED as of the date first above written.

SIGNED, SEALED AND DELIVERED)
 In the presence of:)
)
)

 Signature of Witness

 Signature of Borrower



PAYMENT AUTHORIZATION

15 MOAK CRESCENT
THOMPSON MB R8N 2B8

Upon presentation of proof of delivery, I/we authorize CEDF to pay the Vendor for the goods described in the attached application dated this date.

Borrower's Section

Name(s) of Borrower(s) _____ **Loan No.** _____

Signature of Witness _____

Date _____

Signature of Borrower(s) _____

Vendor's Section

List invoices covering purchase of chattels from the following vendor:

Vendor _____ Address _____

Invoice No.	Invoice Date	Description of Chattels Include all Serial No's	Price	
			\$	¢
Attach All the Above Invoices			Totals	

I HEREBY CERTIFY THAT I HAVE THIS DAY SOLD TO _____
FOR THE SUM OF _____ DOLLARS AND
DELIVERED TO HIM/THEM ALL THE CHATTELS ABOVE DESCRIBED. I GUARANTEE THAT THE
SAID CHATTELS ARE SERVICEABLE, FIT AND SUITABLE FOR REQUIRED PURPOSES. I
GUARANTEE TITLE TO THE SAID CHATTELS.

DATED AT _____ THIS _____ DAY OF _____ 20____
(Community) (Day) (Month) (Year)

Signature of Vendor

OFFICE USE ONLY

APPROVED FOR PAYMENT

Accountant

Manager-Fish Loans Program

Date



15 MOAK CRESCENT
THOMPSON MB R8N 2B8

**FISHER CHECK-OFF ASSIGNMENT
OF PROCEEDS FROM SALE OF FISH**

Application No. _____

Loan Number _____

To Whom It May Concern:

I/We hereby assign to the Communities Economic Development Fund, (25%) _____ percent of the gross fish receipts credited or paid to me/us by any commercial buyer. I/We request that deductions to meet this Assignment be made not less frequently than monthly each season, until the loan is paid in full, and forwarded directly to the Communities Economic Development Fund at 15 Moak Crescent, Thompson, Manitoba (MB) R8N 2B8.

Funds to be applied to F- _____,
(Name(s) of Account)

I/We authorize CEDF to share with FFMC and/or other fish buyer(s), details of my/our loan and authorize FFMC and/or other fish buyer(s), Manitoba Conservation and Water Stewardship to disclose all information related to my/our fish production to CEDF.

Dated at _____ This _____ Day of _____, 20_____

Signature of Witness

Signature of Fisher(s)

Printed name of Witness

Printed name of Fisher(s)

Social Insurance Number _____

FFMC or other buyer No. _____

Commence deductions on _____, _____, 20_____

Date

CEDF Representative