



CREDIT APPLICATION FORM

CREDIT APPLICATION OF THE APPLICANT

For credit facilitated by

ORBI SERVE (PTY) LTD

We, (Fill in the name of the APPLICANT) _____
 (Hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities **facilitated by Orbi Serve (Pty) Ltd**, registration number **2016/270962/07** (hereinafter referred to as "**ORBI SERVE**"). In support of this application, the following information is furnished:

1.1 Legal entity type (please tick)

| | | | | |
|-------------|-------------------|-------|-----------------|----------------|
| Partnership | Close Corporation | Trust | Private Company | Public Company |
|-------------|-------------------|-------|-----------------|----------------|

2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number _____

3.1 Postal Address of the APPLICANT _____

_____ Code _____

3.2 Physical Address of THE APPLICANT _____

3.3 Telephone Number - Area Code (_____) _____

3.4 Cellular Number _____

3.5 e-Mail address _____

4.1 Date Business Commenced Trading

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

Please initial here _____

-
- 5.1 Bankers _____
- 5.2 Branch _____
- 5.3 Account Number _____
- 5.4 Account Holder Name _____
- 5.5 Branch Code _____
- 5.6 Type of account _____
- 5.7 Date account opened _____
- 5.8 Holding Company name _____
- 5.9 Percentage share holding _____
- 5.10 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.11 Date of last audited or independently compiled or reviewed financial statements _____. (please attach hereto)
-

6. Details of principals (Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

| Full Name | Capacity | ID Number (SA Citizens only) | Residential Address | Residential Phone |
|-----------|----------|---|---------------------|-------------------|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| Full Name | Capacity | Passport Number & Date of Birth (Foreign Nationals Only) | Residential Address | Residential Phone |
| | | | | |
| | | | | |
| | | | | |

7. Trade References

Please initial here _____

Trade references are important. Please select three (3) of your suppliers listed in the table in clause 8 below and attach their statements for the most recent 3 months. (See a reminder at clause 13.4 to attach these statements)

8. The following credit limit request is for assessment purposes only and does not form part of this agreement:

The total amount of credit being applied for is as per the table below. R _____ Orbi Serve will add to this amount the cost of credit (once a credit-quote is received from a credit provider) and the 2% facilitation fee of Orbi Serve (excl. VAT) which will amount to the total credit applied for and which will be included in the credit quote from the credit provider which will be submitted to THE APPLICANT for acceptance.

Selected credit term (days)

| | | | | | |
|-----|-----|-----|-----|-----|-----|
| 120 | 150 | 180 | 210 | 240 | 270 |
|-----|-----|-----|-----|-----|-----|

- The end date of the selected credit term is the date on which all invoices which are paid from the approved credit facility will be due.

Detail of credit required and the suppliers of the inputs.

| Type of crop | Amount of credit (VAT inclusive) | Name of supplier | Contact person | Number of contact person |
|---|----------------------------------|----------------------------|----------------|--------------------------|
| Pecans | R | Laeveld Agrochem | Hannes Erwee | 082 948 2064 |
| | R | Crop insurance Insurer: | | |
| Lucerne | R | Laeveld Agrochem | Hannes Erwee | 082 948 2064 |
| Peanuts | R | Laeveld Agrochem | Hannes Erwee | 082 948 2064 |
| | R | Crop insurance Insurer: | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total amount of credit being applied for | R | | | |

9. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

9.1 Does THE APPLICANT'S **ASSET VALUE** exceed R 2.5 million?

| | |
|-----|----|
| YES | NO |
|-----|----|

9.2 Does THE APPLICANT'S **ANNUAL TURNOVER** exceed R 2.5 million?

| | |
|-----|----|
| YES | NO |
|-----|----|

Please initial here _____

10. In terms of the Companies Act 71, of 2008 please state:

10.1 Is THE APPLICANT currently under Business Rescue?

| | |
|-----|----|
| YES | NO |
|-----|----|

10.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

| | |
|-----|----|
| YES | NO |
|-----|----|

11. Details of own fixed property on which crops will be produced:

| Farm name | Title deed number | Current market value in Rand | Outstanding mortgage loans (Rand) | Bond holder and bond registration number |
|-----------|-------------------|------------------------------|-----------------------------------|--|
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12. Details of leased land on which crops are to be produced:

| Name of property | Title deed number | Name of owner and telephone number and / or email address of owner. If there is bond registered over the property, the name of the bondholder and the bond registration number is also required |
|------------------|-------------------|---|
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Please initial here _____

13. Documentation

Copies of the following documentation MUST accompany this credit application:

- 13.1 A resolution of THE APPLICANT authorising the lodging of this credit application and authorising the signatory to so sign the credit application and all further related documents on behalf of THE APPLICANT (See attached example which may be used for this purpose);
- 13.2 Audited annual financial statements (or independently compiled financial statements if PI score is less than 350 points) not older than 12 months;
- 13.3 Cashflow forecast for the following 12 months covering the period from planting to harvest of the planned crop;
- 13.4 Statements for the last 3 months from three (3) trade references (Refer to clauses 7 and 8);
- 13.5 Bank statements for the most recent 3 months;
- 13.6 VAT registration certificate; and
- 13.7 The FICA documentation referred to in the table below which must not, where applicable, be older than 3 months:

| Partnership | Close Corporation | Company | Trust |
|---|---|--|---|
| Name | Registered name and registration number and details of member(s) (CK1 and/or CK2) | Registered name and registration number, details of director(s) (CoR 39 or CoR 14.3) | Latest letter of authority issued by the Master. |
| Partnership Agreement | n/a | n/a | Trust Deed |
| Utility bill validating business address | Utility bill validating business address | Utility bill validating business address | Utility bill validating business address |
| For each Partner: Utility bill validating residential address and ID document | For each Member: Utility bill validating residential address and ID document | For each Director: Utility bill validating residential address and ID document | For each Trustee: Utility bill validating residential address and ID document |

14 Litigation

Is the Applicant or any of its related parties (Eg. Subsidiary) or principals (Eg. Shareholders/Members/Trustees) currently involved in litigation?

| | |
|-----|----|
| YES | NO |
|-----|----|

If Yes, please provide full details _____

15. Further procedure and documentation:

THE APPLICANT acknowledges that should the credit being applied for be approved, the following further procedures shall apply, and THE APPLICANT shall be required to cooperate and sign the documents listed hereinafter, where required:

15.1 THE APPLICANT and its farming operations will be subjected to a preliminary assessment (prior to planting) as well as a post emergence assessment from 20 days after plant, by a service provider appointed by Orbi Serve or in certain instances the crop insurance company. The information required to perform the preliminary assessment is attached hereto as Annexure B.

15.2 The application for such credit shall be assessed by Debtsource.

Please initial here _____

- 15.3 Should the credit application be successful; a credit quotation shall be submitted to THE APPLICANT.
- 15.4 Upon acceptance of the credit quotation, THE APPLICANT shall sign such credit quotation together with such further documents as may be required.
- 15.5 THE APPLICANT shall sign an Acknowledgement of Debt ("AoD") for the total amount of the credit granted (including capitalized credit cost), and which AoD shall contain the terms and conditions of the credit, acknowledgment of liability for payment of the credit amount and repayment terms.
- 15.6 THE APPLICANT shall sign a cession of its crop proceeds to the value of a minimum, but also limited, to the value of the credit granted.
- 15.7 THE APPLICANT shall sign a cession of its hail policy's proceeds to the value of a minimum, but also limited to, the value of the credit granted.
- 15.8 If required by the Facilitator the signatories who sign this application on behalf of THE APPLICANT shall be required to bind themselves as sureties and co-principal debtors for the obligations of THE APPLICANT.

16. Resolutive conditions for credit:

- 16.1 Signature and execution of all documents detailed in clause 14;
- 16.2 THE APPLICANT acknowledges that, subsequent to the approval of the credit facility, and having regard for clauses 15.2 and 15.3 below, the full payment of qualifying invoices is subject to the resolutive condition that an acceptable preliminary assessment is submitted with this application and a post emergence assessment be submitted not before 20 days after planting.
- 16.3 90% (Ninety) of all qualifying invoices signed by the farmer from any supplier of qualifying inputs shall be paid as follows:
- 15.3.1 For all farmers farming East of the N1 National roadway, 30 days after statement, commencing from 01 September; and
- 15.3.2. For all farmers farming West of the N1 National roadway, 30 days after statement commencing from 01 October.
- 16.4 The remaining 10% (Ten percent) of all invoices paid in terms of clause 15.3 will only be paid upon receipt and acceptance of a post emergence assessment be submitted not before 20 days after planting.
- 16.5 Should any of the required documents detailed in clause 15.1 above not be signed or executed or any of the reports required in terms of clause 15.2 not be acceptable to Orbi Serve, no further credit shall be granted, and THE APPLICANT shall remain responsible for the payment of the unpaid balance of any invoice of the input supplier.

Please initial here _____

16.6 In the event that clause 15.5 becomes applicable THE APPLICANT shall remain the debtor of the service provider under such terms and conditions as may exist or have been agreed upon with THE APPLICANT.

16.7 In such an event a portion of the securities taken in terms of clause 14 above, calculated by reference to the percentage of the value of invoices not paid by Orbi Serve, shall be ceded to the service provider/s who have rendered services to THE APPLICANT on credit.

SIGNATURE

DATED at _____ on this _____ day of _____ 2024.

ON BEHALF OF APPLICANT:

WITNESSES:

1. _____

FULL NAMES AND SURNAME

SIGNATURE

CAPACITY: _____

2. _____

FULL NAMES AND SURNAME

SIGNATURE

CAPACITY: _____

3. _____

FULL NAMES AND SURNAME

SIGNATURE

CAPACITY: _____

1. _____

FULL NAMES AND SURNAME

SIGNATURE

2. _____

FULL NAMES AND SURNAME

SIGNATURE

3. _____

FULL NAMES AND SURNAME

SIGNATURE

Please initial here _____

Resolution

1. Resolution taken by the (Choose the applicable description of the entity: Partners, Members, Trustees, Directors)
_____ of (Fill in name of Partnership, Closed Corporation, Trust, Company):
_____.

2. It is resolved that **any of the person(s)** recorded in paragraph three (3) hereinafter are authorized, on behalf of the legal entity named above, (THE APPLICANT) to sign all credit applications and conclude contracts, of whatever nature, with Orbi Serve (Pty) Ltd, credit providers and agricultural input suppliers with whom Orbi Serve facilitates the credit applied for and services to be rendered and so sign any documents on behalf of the legal entity (including, but not limited to, acknowledgements of debt, cessions and authorizations for the acquisition of information). For sake of clarity, the signature of only one of the authorised persons shall suffice and be binding on the legal entity.

It is further resolved that this application and all supporting documents to it, may be shared with credit providers, insurers, credit assessors and agricultural input suppliers who rendered services and supplied agricultural inputs to THE APPLICANT and for which services and inputs credit is being applied for.

3. Details of authorised persons:

| | | |
|---|----------|-----------|
| _____ | _____ | _____ |
| FULL NAMES AND SURNAME AND/OR | CAPACITY | SIGNATURE |
| _____ | _____ | _____ |
| FULL NAMES AND SURNAME AND/OR | CAPACITY | SIGNATURE |
| _____ | _____ | _____ |
| FULL NAMES AND SURNAME AND/OR | CAPACITY | SIGNATURE |
| _____ | _____ | _____ |
| FULL NAMES AND SURNAME | CAPACITY | SIGNATURE |

4. Signatories acknowledge that the foregoing is a true and correct rendition of the meeting.

5. This resolution was taken at (place name) _____ on this ____ day of
_____ 2024.

Please initial here _____