

COOCHIN CREEK FRUITGROWERS' COOPERATIVE LTD

**39 SIMPSON STREET
BEERWAH QLD 4519
ABN – 64 743 505 657**

**PH: (07) 5494 6219
FAX: (07) 5494 6945
Email: admin@coochincreek.com.au**

Registered under the COOPERATIVES ACT 1997 (QLD)

Shareholder/Member Application

I/We

_____ (Surname) (First Name)

_____ (Surname) (First Name)

Trading as:

Private Address:

Postal Address:

Contact Name: _____

Contact Phone No. _____ **Mobile Phone No.** _____

Fax No. _____ **Email Address:** _____

Property Address: _____

Property Description and Size _____

Details of Property Ownership (Please tick) Purchased Leased

If Purchasing an existing Farm or Property, who was the previous owner?

If Leasing, who is the Owner? _____

What percentage of the Property is used for Agriculture? What is the area of the land used for Agriculture? _____

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What Crops (or Livestock) are in current cultivation? _____

Is the majority of your income derived from this Agribusiness? _____

If not, please complete the following:

Name of Employer _____

Address of Employer _____

Employer's Australian Business Number (ABN) _____

I/We hereby apply for _____ shares @ \$2.00 each in the Coochin Creek Fruitgrowers' Co-operative and tender herewith \$_____ in payment, due on application.

Office Use Only		
Date Application Received - ____/____/____	Date Application Approved - ____/____/____	
Total Shares Purchased - _____	Date Funds Received - ____/____/____	
Account Created _____	Account No. _____	
Correspondence -		
Welcome Letter _____	Disclosure Statement _____	Rules _____
Acct Closure Request Received - ____/____/____	Acct Closure Request Approved - ____/____/____	
No. Shares Paid Out _____	Value \$ _____	Date ____/____/____

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Business Trading Account Application

I/We hereby make an application to open a monthly account to maximum of

\$ _____ (fuel account)

\$ _____ (hardware and rural services account)

Business Banking Details:

Bank _____

Branch _____

Account Name _____

Business / Trade References:

1. _____ PH: _____

2. _____ PH: _____

3. _____ PH: _____

Type of Supplies Required (please tick):

General Hardware _____ Petrol _____ Agronomy Services _____

General Agriculture _____ Fertilisers _____ Ag Chemicals _____

Irrigation Supplies _____ Animal Health _____ Clothing/Safety _____

Auto Supplies _____ Gardening _____ Cleaning Supplies _____

Are Purchase Orders required with all Orders: Yes _____ No _____

People Authorised to operate the Account: _____

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Acknowledgement of Terms of Trade:

I/We _____ (named above) hereby authorise Coochin Creek Fruitgrowers Co-operative to make enquiries as to my/our business and credit standing.

I/We agree to pay for all goods and services within the Terms of Trade - strictly 30 days from the date of Statement. Accounts will be suspended after 60 days if not paid in full.

Signature/s: _____

Date: ____/____/____

Note – If the account is to be in a company name, a guarantor and witness must sign the declaration.

Office Use Only	
Trade References Checked by - _____	Date - ____/____/____
Notes - _____	
Credit Amount Requested - \$ _____	Approved: Yes ____ No ____
Notes - _____	

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Guarantee and Indemnity Agreement

I/We, the Guarantor(s),

(Guarantors name(s) as applicable)

have requested Coochin Creek Fruitgrowers' Co-operative Ltd to supply

_____ of
(Customer Name)

_____ with Goods and
(Customer address)
Services on Credit.

Should Coochin Creek Fruitgrowers' Co-operative elect to supply Goods or Services:

1. I/We guarantee payment to the Coochin Creek Fruitgrowers' Co-operative of the whole price charged for Goods or Services supplied to the Customer from time to time, without any deduction whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to Coochin Creek Fruitgrowers' Co-operative. I/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to Coochin Creek Fruitgrowers' Co-operative in the Credit Account Terms and Conditions.
2. I/We indemnify the Coochin Creek Fruitgrowers' Co-operative against all costs, losses and expenses which the Coochin Creek Fruitgrowers' Co-operative may incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
3. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:
 - (a) if Coochin Creek Fruitgrowers' Co-operative grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee)
 - (b) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors.
 - (c) any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
4. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by Coochin Creek Fruitgrowers' Co-operative to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Coochin Creek Fruitgrowers' Co-operative.

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5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being delivered to Coochin Creek Fruitgrowers' Co-operative registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
6. I/We authorise Coochin Creek Fruitgrowers' Co-operative to do each of the things listed in the Credit Account Terms and Conditions in relation to my/our personal credit matters.
7.
 - (a) As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of Coochin Creek Fruitgrowers' Co-operative.
 - (b) Without limiting the generality of the charge in clause 7(a), I/we agree on request by Coochin Creek Fruitgrowers' Co-operative to execute any documents and do all things reasonably required by Coochin Creek Fruitgrowers' Co-operative to register a mortgage security over any Real Property. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints Coochin Creek Fruitgrowers' Co-operative to be the Guarantor's(s') lawful attorney for the purposes of executing and registering such documents. I/We indemnify Coochin Creek Fruitgrowers' Co-operative on an indemnity basis against all costs and expenses incurred by Coochin Creek Fruitgrowers' Co-operative as the case may be in connection with the preparation and registration of such mortgage documents.
 - (c) I/We consent unconditionally to Coochin Creek Fruitgrowers' Co-operative or both lodging a caveat or caveats noting its interest in any Real Property.
 - (d) I/We agree to advise Coochin Creek Fruitgrowers' Co-operative in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
 - (e) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify Coochin Creek Fruitgrowers' Co-operative against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 5.
 - (f) If the charge created by clause 7(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on Coochin Creek Fruitgrowers' Co-operative rights against the Guarantor(s).
 - (g) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.

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8. Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person Coochin Creek Fruitgrowers' Co-operative may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as Coochin Creek Fruitgrowers' Co-operative may choose in its absolute discretion, and Coochin Creek Fruitgrowers' Co-operative is not to be obliged to make any claim against all the persons comprising the Guarantor.
9. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of Coochin Creek Fruitgrowers' Co-operative) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to Coochin Creek Fruitgrowers' Co-operative under this Guarantee including without limitation proving or claiming in competition with Coochin Creek Fruitgrowers' Co-operative so as to diminish any distribution, dividend or payment which, but for the proof or claim, Coochin Creek Fruitgrowers' Co-operative would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
10. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

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Certificate of Guarantee - Executed as a Deed

Acknowledgment:

By signing below as Guarantor(s), I/we certify that I/We understand the terms of this Guarantee. In particular, I/we understand that if the Customer fails to make any required payments to Coochin Creek Fruitgrowers' Co-operative, the Co-operative may recover the amount of these payments from me/us personally. In such case, Coochin Creek Fruitgrowers' Co-operative may, amongst other recovery rights, take a charge over any Real Property.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members).

Guarantor

Name:

Address:

Signature:

_____ Date: ____/____/____

Witness - Executed by Independent Witnesses

Name:

Address:

Signature:

_____ Date: ____/____/____

REGISTERED UNDER THE CO-OPERATIVES ACT 1997 (QLD)

Statement of the Rights and Liabilities attaching to ownership of Shares under the registered Rules.

Disclosure Statement

Rights

1. A Share in the Cooperative is –
 - a. Personal Property, and
 - b. Is transferable or transmissible as provided by the Cooperatives Act 1997 (Qld) and the registered Rules of the Cooperative, and
 - c. Are subject to the Rules of the Cooperative, capable of devolution by Will or by operation of Law (s142)
2. On the cancellation of membership, under Part 6 of the Act, Shares are to be forfeited and the nominal value or paid up value, whichever is the lesser, is to be paid to the former member (s125 – 135).
3. For a Trading Cooperative, a member may be entitled to a limited dividend, a rebate, or bonus shares, if they are declared, pursuant to sub-rule 67(2) of the registered Rules.
4. In the case of a member being expelled from the Cooperative, the former member has the right to have the amount paid up on the shares, less any amount owed by the former member, refunded by the Cooperative (s76).
5. Former members shall have entitlements under division 5 of Part 6 of the Act, in the case of a Cooperative accepting an offer for the purchase of all its shares, becomes registered as a company or winding up, within a 5 year period of the cancellation of membership.
6. A share can be sold or transferred in accordance with the Act and the registered Rules of the Cooperative (s66).
7. A Share may be repurchased from a member by the Cooperative if the registered Rules authorise, the member shall then be entitled to be paid the amount paid up on the shares.
8. In the instance of an offer made under Section 283(1) (a) to (d) of the Act, all shares must be treated equally irrespective whether the holder is an active or inactive member.
9. For a transfer of a Cooperative having share capital, to a new body having share capital, the transfer must result in every member of the Cooperative, at the date of transfer, who held shares in the Cooperative, being the holder of shares in the capital of the new body equal in number and nominal value to the shares held by the member as a member of the Cooperative.

COOCHIN CREEK FRUITGROWERS' COOPERATIVE ASSOC. LTD

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10. In the case of a winding up of a Cooperative with share capital, should there exist a surplus after the satisfaction of all debts and liabilities, the paid up value of the shares shall be refunded to members. In the case of a trading cooperative further distributions are to be in accordance with the registered Rules.

Liabilities

1. A member is liable to the amount, if any, unpaid on the shares held, together with an amount of any contingent liability attaching to the shares. In the instance where a share is issued at a premium, to include that premium.
2. The shares are subject to a charge by the Cooperative in relation to any debt payable by a member or former member to the Cooperative under Section 75.
3. A former member of a Cooperative having a share capital, who had their membership cancelled under Part 6, within 2 years before the start of a winding up of the Cooperative, shall be liable on the winding up to contribute to the property of the Cooperative the nominal value of shares forfeited under that cancellation (Section 314(1)).
4. A member who had shares repurchased, either in whole or part of the amount paid up, by the Cooperative under Section 170, within 2 years before the start of a winding up of the Cooperative, shall be liable on the winding up to contribute to the property of the Cooperative the amount paid by the Cooperative together with any amount unpaid on the shares immediately before the purchase or repayment (Section 314(2)).