Form 14A



ALBERTA BREEDER FINANCE INC.

HEIFER LIVESTOCK SUPPLY FORM **PART A - HEIFER CALVES** Dated the _____ day of _______, 20____. GST 8259 0603 RT0001 1. 2. Name of Feeder Association: 3. Name of Producer: The Livestock supplied are Heifer Calves only. The "Cost" of the Livestock is the amount of the Loan 4. obtained by Breeder Finance to purchase the Livestock. The "Total Cost" is the amount of this Loan plus all Administration and other Supply Costs. Brand/Identifier Location of Brand/ Number of Heifer Cost Identifier Calves ABFI Application Fee: Total Cost Of Cattle x 0.5% Plus GST, Or a Minimum of \$250.00 Plus GST ABFI Per Head Per Year Admin Fee Plus GST LFA Admin Fees Total Amount Financed: Permitted Location: Qtr Sec Twp Rge W of **Third Party Location** or The undersigned Producer acknowledges receipt of the above Livestock and agrees that the terms and conditions of this Livestock Supply Form shall form part of the Breeder Finance Program Agreement between Breeder Finance and the undersigned Producer. **PRODUCER** ALBERTA BREEDER FINANCE INC. Per: Print complete corporate, partnership or joint venture name, if Producer is a corporation, partnership or Signature of authorized representative of Alberta joint venturer Breeder Finance Inc. Printed name of authorized representative for ABFI Signature and printed name of Producer or Producer's authorized representative

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Signature and printed name of Producer or Producer's

authorized representative

Title of authorized representative

FIRST PROMISSORY NOTE

For value received, we, the undersigned, and if more than one, jointly and severally, promise to pay to Alberta Breeder Finance Inc. the principal sum of \$								
("ATE based stater	3" from tir d on "P" o	me to time for commercial loans in Canad or "Prime", the applicable rate on any day ATB as to the rate of interest applicable to	dian dollars. V will depend on	ate established by Alberta Treasury Branches Where the interest rate for a credit facility is the "P" or "Prime" in effect on that day. The ility on any day will be binding and conclusive				
		be made on demand, and in any event agreed to by Alberta Breeder Finance Inc.		15, 20, in the event Part B below is y December 15, 20				
Dated	d this	_ day of, 20						
			PRODU	PRODUCER				
			Print complete corporate, partnership or joint venture name, if Producer is a corporation, partnership or joint venture Per:					
Signa	iture and	printed name of Witness		Signature and printed name of Producer or Producer's authorized representative				
			Per:					
Signa	iture and	printed name of Witness		Signature and printed name of Producer or Producer's authorized representative				
	FD VE	ADLING HEIEEDS						
1.		ARLING HEIFERS If the day of	20					
2.				Port A				
3.		Name of Feeder Association and Name of Producer: Same as Part A						
4.		Number of Culls:						
 Value of Culls (exclude interest charges): Calculation of equity and additional loan obtained by Breeder Finance to purchase equity Heifers: 				er Finance to purchase equity in remaining				
	(a)	Current Market Value of Remaining Heifers ("Yearling Heifers") at per head						
	(b)	Less Value of these Heifers as Heifer Calves from Part A at per head						
	(c)	Total Equity Purchase Price (a-b)						
6.	Calcu	Calculation of Cost after sale of Culls and Payment of Equity Purchase Price						
	(a)	(a) Total Cost for all Heifer Calves						
	(b)	Less Value of Culls (from clause 4 above	ve)					

	(c)	Balance	(a-b)									
(d) Plus Equity Purchase Price for Yearling Heifers (from clause 5(c) above)												
	(e)	(e) New Cost (c+d) (not to exceed Breeder Finance maximum cost)										
7.	The remaining Yearling Heifers and the new "Total Cost" is as follows:											
	Number of Yearling Heifers						ocation of Brand/ entifier		Cost			
								ad Per Year lus GST				
							eeder Association dmin Fee					
							Other Supply Costs					
							Total Amount Financed:					
8.	Permi	itted Locatio	on:									
Qtr		Sec	Twp	•	Rge	W	of	or -	Third Part	ty Location		
					Finance ack amended as				he terms and con	ditions of Part A		
	ALBEI	RTA BREEI	DER FIN	ANCE	INC.		PROD	DUCER				
Per:		Signature of authorized representative of Alberta Breeder Finance Inc.						Print complete corporate, partnership or joint venture name, if Producer is a corporation, partnership or joint venturer				
	Printed name of authorized representative for ABFI					Signature and printed name of Producer or Producer's authorized representative						
	Title of authorized representative					Signature and printed name of Producer or Producer's authorized representative						

SECOND PROMISSORY NOTE

This Promissory Note amends and replaces the First Promissory Note referred to in Part A above (the "First Note") as set forth herein.

For value received, we, the undersigned, and if more than one, jointly and severally, promise to pay to Alberta Breeder Finance Inc., by December 15, 20 :

- (a) Interest only on the Principal in the First Note at the rate of Interest in the First Note from the Date of the First Note to the date of execution set forth below (the "New Date"), plus
- (b) Interest only from the New Date on the Principal sum of \$_____ (the "New Principal") from the New Date at the rate of _____% per annum compounded monthly ("Interest") both before and after demand.

"P" or "Prime" if used in this promissory note, means the prime-lending rate established by Alberta Treasury Branches ("ATB") from time to time for commercial loans in Canadian dollars. Where the interest rate for a credit facility is based on "P" or "Prime", the applicable rate on any day will depend on the "P" or "Prime" in effect on that day. The statement by ATB as to the rate of interest applicable to such credit facility on any day will be binding and conclusive for all purposes.

Payment of the remaining New Principal and all Interest thereon shall be made on demand, provided that so long as demand is not made, payment shall be made by the following instalments:

(a)	By December 15, 20, 20% of December 15, 20 to December 1		Principal and accrued Interest thereon from					
(b)	By December 15, 20, 25% of December 16, 20 to December 1		Principal and accrued Interest thereon from					
(c)	By December 15, 20, 33.33% from December 16, 20 to Decem		w Principal and accrued Interest thereon					
(d) By December 15, 20, 50% of the unpaid New Principal and accrued Interest them December 16, 20 to December 15, 20								
(e) By December 15, 20, 100% of the unpaid New Principal and accrued Interest thereon December 16, 20 to December 15, 20								
	of the New Principal and Interest owirnstalment referred to above.	ng on the Second F	Promissory Note, if any, shall be made on the					
Dated this	day of, 20_							
		PRODUCER						
		venture	mplete corporate, partnership or joint name, if Producer is a corporation, ship or joint venture					
		Per:						
Signature and pr	inted name of Witness		Signature and printed name of Producer or Producer's authorized representative					
		Per:						
Signature and pr	inted name of Witness		Signature and printed name of Producer					

[Completion instructions: Insert a fixed rate if interest is fixed, "Prime plus (insert rate)" if the rate is above prime, "Prime minus (insert rate)" if the rate is less than prime and "Prime" if the rate is prime.]

or Producer's authorized representative

The following Supervisor's and Administrator's Certificate is for internal Breeder Finance use only. It does not form part of either the above Livestock Supply Forms or the above Promissory Notes.

SUPERVISOR'S AND ADMINISTRATOR'S CERTIFICATE

the Liv	estock describe e Breeder Finar	d above on nce's brand and	were all preser	Fee , 20_ nt and a	_, the local supervisor for _ Feeder Association, hereby certify that I inspected _, 20 and that the above Livestock were all branded and accounted for. If I have valued these Livestock, the t of my information and belief.			
manife	sts and/or trans		s for all of the			copies of all invoices, bills of sale, and that I have either provided originals or	_	
	Dated this	day of	,	20				
Per:				Per:				
	Administrator	_	Local Supervisor					
the Liv	SUPERVISOR'S SECOND CERTIFICATE I,, the local supervisor for Feeder Association, hereby certify that I inspected the Livestock described above on, 20 and that the above Livestock were all branded with the Breeder Finance's brand and were all present and accounted for. If I have valued these Livestock, the value is a reasonable estimated market value, to the best of my information and belief. Dated this day of, 20							
					Per:			
						Local Supervisor		